Legistar: 130592

AGENDA DOC

DISTRICT - Unincorporated

VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION For Inclusion on Board Agenda

<u>X</u>		Boards, Commissions	_Waiver of First Requested s & Committees (Green)	
TO:	PRESIDENT AND I	SOARD OF TRUSTE	ES	
FROM:	Timothy Sexton, Act	ing Village Manager		
DATE:	November 11, 2013	(COW) (B of T)	Date: November 21, 201	3
TITLE:	Madison Street/IL. R Phase II Design Engi	t. 53 Intersection Impr neering	rovements	
SUBMITTED BY:	David A. Dratnol, P.	E., Village Engineer		
BACKGROUND/PC	OLICY IMPLICATI	ONS:		
Design Engineering (Street and Illinois Ro		nents (including signal	lization) to the intersection of	f Madison
FISCAL IMPACT/	FUNDING SOURCE	<u>i</u>		
Total Contract Amou MFT Funds: S State Funds: S HTE Project Number: PW Project Number:	\$140,000.00 \$140,000.00 :: 0711			
Review (as necessary			Date	
			Date	
NOTE:	All materials must b	e submitted to and app		

Distribution.

Legistar: 130592

To:

Timothy Sexton, Acting Village Manager

Through:

Carl S. Goldsmith, Director of Public Works

From:

David A. Dratnol, P.E., Village Engineer

Date:

November 11, 2013

Subject:

Madison Street/Illinois Route 53 Intersection Improvements

Phase II Design Engineering Services

Attached please find a fee schedule, resolution, and contract for Phase II Design Engineering services for the Madison Street/Illinois Route 53 Intersection Improvements.

Last Year, Christopher B. Burke Engineering, Ltd (CBBEL), completed the Phase I Design Engineering Services, resulting in the Illinois Department of Transportation's (IDOT) approval of the Location Drainage Study and Project Development Report. The project scope and fee were negotiated with CBBEL and agreed to by both parties. The project consists of widening Route 53 to a three lane cross-section to accommodate a southbound left turn lane, traffic signalization, improvements to Madison Street that mirror the current right-of-way profile east of Finley Road, and extension of Village sewer and water amenities. Phase II engineering services will result in detailed plans and specifications, cost estimates, right-of-way surveys, and easement documents, making the project ready for construction bidding.

The negotiated not-to-exceed fee is \$276,908.51. This amount will be equally shared with by IDOT per a recently executed cost share agreement. The Village will utilize Motor Fuel Tax funds to pay for its share.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of November 21, 2013. If approved, please return three (3) original signed copies to Public Works-Engineering for further processing.

RESOLUTION R 13

A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Christopher B. Burke Engineering, Ltd. regarding Phase II Design Engineering Services for the Madison Street/Illinois Rt. 53 Intersection Improvement project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such request and agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement and request as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement and request as attached hereto.

Adopted this 21st day of November, 2013.

Ayes;		
Nays:		
Absent:		
Approved this 21st day of Novem	iber, 2013.	
	Keith Giagnorio	
	Village President	
ATTEST:		
Janet Downer	_	
Deputy Village Clerk		
APPROVAL AS TO FORM:		
Thomas P. Bayer	-	
Village Attorney		

Municipa Village	-	_ombard		L 0 C	Illinois Departme of Transportation	ס וי	Name Christopher B. Bu	rke Eng. Ltd.	
Townshi York	ip			L	Preliminary Engineerin Services Agreement	g U	Address 9575 W. Higgins F	₹d.	
County DuPag	je			G	For Motor Fue! Tax Funds	T A	City Rosemont		
Section			· <u>-</u>	N C		N T	State		
11-001	55-	00-CH	-	Y			IL		
Agenc improv superv	y (L <i>i</i> eme	ent of the above n of the State De	int (ENGIN SECTION epartment	EER) : . Moto of Trai	nto this day of and covers certain professional or Fuel Tax Funds, allotted to the apportation, hereinafter called the cribed under AGREEMENT PRO	e LA by the ne "DEPART	services in connecti State of Illinois unde	r the general	
					Section Description				
Name		_Route 53/Mad	ison Street	Inters	ection Improvements				
Route	_11	_ Rt 53	Length _	0.47	Mi	FT	(Structure No.)	
Termir	Termini IL Route 53/Madison Street Intersection								
of IL R with re	t 53 con	to provide a ne	w southbou	ınd to	n improvements to IL Rt 53 and eastbound left turn lane and a r ovide a left and right turn lane at	new northbo	und to eastbound rig	ht turn lanes along	
-					Agreement Provisions	3			
	_	ieer Agrees,							
					erformance of the following engit described, and checked below:	neering serv	ices for the LA, in co	nnection with the	
a.		Make such deta	ailed surve	ys as a	are necessary for the preparation	n of detailed	d roadway plans		
b.		Make stream a of detailed brid		ain hyd	draulic surveys and gather high	water data,	and flood histories fo	or the preparation	
C.		analyses there	of as may t	e requ	n soil surveys or subsurface inve uired to furnish sufficient data fo ade in accordance with the curre	or the design	of the proposed imp	rovement.	
d.					n traffic studies and counts and s sign of the proposed improveme		section studies as ma	ay be required to	
e.					ers Permit, Department of Natura Channel Change sketch, Utility				
f.					gn and Hydraulic Report, (includer) ay overflows and bridge approa		nic analysis of bridge	or culvert types)	
g.	\boxtimes	with five (5) cor	pies of the	plans,	ailed plans, special provisions, pspecial provisions, proposals a furnished to the LA by the ENG	nd estimates	s. Additional copies	of any or all	
h.	\boxtimes				drafts in quadruplicate of all neo nannel change agreements inclu				

Note: Four copies to be submitted to the Regional Engineer

as required.

1.81	i. Assist the LA in the tabulation and interpretation of the contractors' proposals					
	j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.					
	k. Prepare the Project Development Report when required by the DEPARTMENT.					
(2)	That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.					
(3)	To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.					
(4)	In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.					
(5)	That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.					
(6)	That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.					
Th	e LA Agrees,					
1.	To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:					
	a. A sum of money equal to percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.					
	b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:					
	Schedule for Percentages Based on Awarded Contract Cost					
	Awarded Cost Percentage Fees					
	Under \$50,000 (see note) %					
%						
	%					
	Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.					
	c. Cost-plus fixed fee (see attached CECS)					
2.	To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus percent to cover profit, overhead and readiness to serve - "actual cost" being define as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER mas sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets a or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the					

- *3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4.	That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services
	provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the
	ENGINEER for his actual costs plus percent incurred up to the time he is notified in writing of such
	abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5.	That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will
	pay the ENGINEER for such changes on the basis of actual cost plus percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as
	used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
- 5. Total compensation amount is not to exceed the amount of \$276,908.51.

Executed by the LA:		of the
	(Municipality/Township/County)	_
ATTEST:	State of Illinois, acting by and through its	
Ву		
Clerk	Ву	
(Seal)	Title	
Executed by the ENGINEER:	Christal BB-	
ATTEST:		
By Melina Mandes	By Christopher & Binke	
Title Executive Admin Assistant	By <u>Christopher B Buke</u> Title President	
Approved		
Date Department of Transportation		
a a post outstand of a second of constant		
Regional Engineer		
Date Department of Transportation		

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

PHASE II ENGINEERING

<u>Task 1 – Data Collection and Kick off Meeting:</u> We will meet with the Village for a kickoff meeting to refine the scope and project area and to collect any pertinent information for the project area.

<u>Task 2 — Plats and Legal Documents:</u> Upon confirming the required right-of-way and easements that were identified in the Phase I Report, CBBEL will prepare plats and legal descriptions for the affected parcel. A separate plat of survey will be prepared for each parcel and each plat of survey will be referenced to an overall plat of highways. The centerline alignment and existing right-of-way previously established will be the basis for the development of the plats and legal descriptions.

Based on the feasibility study we estimate that five temporary easements, and two permanent takes will be required.

Right-of-way acquisition shall be in accordance with Titles II and III of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646) and any subsequent amendments. Transaction Screens in accordance with ASTM E 1528 will be prepared for each parcel, and if necessary, an environmental site assessment in accordance with ASTM E 1527 will be prepared.

<u>Task 3 – Right-of-Way Acquisition Services:</u> CBBEL will hire Santacruz Associates, Inc. to provide right-of-way acquisition services including appraisals, review appraisals and negotiations in accordance with State and Federal requirements. CBBEL will assist Santacruz by preparing exhibits and attend meetings with property owners.

<u>Task 4 – Utility Coordination:</u> CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the proposed to minimize utility conflicts.

CBBEL will also review the proposed underground work and its proximity to any existing utilities located in the field prior to the start of utility work. We will work with the Village, contractor, and utility to provide a cost effective and timely solution as necessary to maintain the project schedule.

Additional coordination effort is included here to contact homeowners along Madison to determine location and invert elevation of sanitary outlet at each house as well as establish foundation elevation of each house.

This may also include a survey mailing and/or individual site visits. We have budgeted a total of 16 hours survey crew time to determine the invert elevations of the existing sanitary services.

<u>Task 5 – Preliminary Plans Specifications and Estimates (65% Submittal):</u> CBBEL will prepare plans and specifications for the roadway improvements. The plans and specifications will be submitted for review to the Village and will be submitted to IDOT.



<u>Task 9 – Final QA/QC and Bidding Documents (100% Submittal):</u> Based on the Village and IDOT or other permit agencies review comments, CBBEL will revise the plans, specifications and estimate. The final plans will be resubmitted to the Village and permitting agencies for final comments and approval and then bid documents (mylars) will be submitted to IDOT and the Village. It is assumed that IDOT will handle the letting process if federal funds are used.

N:\PROPOSALS\ADMIN\2013\Lombard Madison Street\Tab 5-Project Understanding and Scope REVISED 041910.doc

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039 REV 12/04

FIRM
Local Agency
Section
Project
Job No: Christopher B. Burke Engineering, Ltd. Lombard
11-00155-00-CH OVERHEAD RATE COMPLEXITY FACTOR Cost Plus Fixed Fee 1 130.82% 14.50% [DL+R(DL)+1.4(DL)+IHDC] DATE 11/08/13

100.00%	276,908.51	0.00	48,450.00	10,439.21	28,563.63	0.00	107,376.27	82,079.40	1745	TOTALS	
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	10,439.21			10,439.21	0.00		0.00	0.00	0	Direct Cost	
	17,354.12				2,273.64		8,547.05	6,533.44	140	Final QA/QC & Bidding Documents	
14.55%	40,296.15				5,279.37		19,846.18	15,170.60	328	Prefinal Plans, Specs, & Estimates	
	14,347.94				1,879.78		7,066.48	5,401.68	102	Village/IDOT Coord & Pulblic Info	
6.33%	17,532.04		7,500.00		1,314.34		4,940.86		80	Permitting and PSI	
33.42%	92,530.85				12,122.86		45,57 <u>2.19</u>	ເລ	764	Preliminary Plans, Specs & Estimates	
	13,713.64				1,796.68		6,754.08	5,162.88	112	Utility Coordination	
16.56%	45,855.26		40,950.00		642.66			1,846.72	36	Right of Way Acquisition Services	
	20,677.61				2,709.06			7,784.66	154	Plats and Legal Documents	
	4,161.68				545.24		2,049.66	1,566.78	29	Data Collection/Kick-off Meeting	
	(B-G)	(H)	(G)		(E)	(D)	(c)	(B)	(A)		
TOTAL		TOTAL	OTHERS	Costs	FEE	COSTS	FRINGE BENF				ВОХ
GRAND	TOTAL	DBE	ВҮ	Direct	FIXED	DIRECT	g»	PAYROLL	MANHOURS	ITEM	DROP
% OF			SERVICES	Outside		IN-HOUSE	OVERHEAD				DBE

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29.80% 17.19% 6.25% 2.41% 2.75% 15.47% 11.12% 7.79% 1.60% 0.46% 3.09% 1.03% 1.03% 100% PREPARED BY THE AGREEMENTS UNIT \$47.04 12.17 1.57 0.79 10.05 5.23 6.13 3.95 0.83 0.32 0.48 4.37 0.87 16 29 0 100.00% 55.17% 6.90% 20.69% 17.24% \$54.03 27.93 12.09 1.94 12.07 154 6 24 24 8 6 8 15.58% 15.58% 31.17% 2.60% 25.97% 100% 5.19% 3.90% \$50.55 13.15 7.64 5.35 17.77 0.73 3.64 2.28 မ္တ 20 12 33.33% 11.11% 55.56% 100%

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Survey Intern CAD Manager

Survey I

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018 22 8

14.00

Survey III

Survey V

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Env Res Specialist IV
Env Res Specialist III
Env Res Technician

andscape Architect

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CADI

CADII

Asst. CAD Manager

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GSI Specialist III

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Engineering Technician
Engineering Technician
Engineering Technician
Engineering Technician

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GSI Specialist I/II
Engineering Intern
Administrative

TOTALS

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Engineer V
Engineer IV

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Engineer VI

CLASSIFICATION

HOURLY

AVG

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RATES

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Part.

Avg

Part.

BAB

Part.

BAY

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Preliminary Plans,

Specs

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Plats and Legal Documer Right of Way Acquisition Utility Coordination

SHEET

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DATE 11/08/13

70.00

PAYROLL

Engineer III

Engineer I/II
Env Res Specialist V

Section Project

Local Agency

Christopher B. Burke Engineering, Ltd. Lombard

AVERAGE HOURLY PROJECT RATES

11-00-155-00-CH

Job No:

AVERAGE HOURLY PROJECT RATES

DF-824-039 REV 12/04

-IRM -ocal Agency Section Project	Christopher B. Burke Englneering, Ltd. Lombard 11-00155-00-CH	er B. Bu 00-CH	ırke Engir	neering,	Ltd.									DATE		11/08/13			
lob No:													40	SHEET		2	유	2	
PAYROLL	AVG	Permittin	Permitting and PSI		Village/ID	Village/IDOT Coord & Pulblic Prefinal Plans, Specs, & Estin Fin	Pulblic	Prefinal F	lans, Spece	s, & Estin	Final QA	nal QA/QC & Bidding DocumDirect Cost	ng Docur	Direct Cos					
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CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Ave
ngineer VI	70.00	4	5.00%	3.50	24	23.53%	16.47	20	6.10%	4.27	12	8.57%	6.00						
nglneer V	58.43	12	15.00%	8.76	40	39.22%	22.91	48	14.63%	8.55	20	14.29%	8.35						
ngineer IV	47.04	40	50.00%	23.52	6	5.88%	2.77	32	9.76%	4.59	12	8.57%	4.03						
ngineer III	39.60	12	15.00%	5.94				66	20.12%	7.97	40	28.57%	11.31						
ngineer I/II	31.26																		
nv Res Specialist V	61.00																		
nv Res Specialist IV 48.67	48.67																		

CAD Manager
Asst. CAD Manager
CAD II

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Engineering Technic Engineering Technic

Engineering Technic

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Engineering Technic GSI Specialist III

28.00 39.00 23.00

GSI Specialist I/II
Engineering Intern
Administrative

TOTALS

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Survey I
Survey Intern

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Survey V Survey IV Env Res Specialist I Env Res Technician

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Villag	e of	Lombard	0	Illinois Department of Transportation	CO	Christopher B. Burke Eng. Ltd.				
Towns	nin.		A		N	Address				
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			A	Preliminary Engineering Services Agreement	U					
County			G	For	Ŧ,	City				
DuPa	ge		E	Motor Fuel Tax Funds	A	Rosemont				
Section	1		N		N	State				
11-00	155-	00-CH	Y		-	IL				
Agend impro super	cy (L vem visio	ent of the above SECTION. n of the State Department o	ER) Mote f Tra	nto this day of and covers certain professional engineer or Fuel Tax Funds, allotted to the LA by the sportation, hereinafter called the "DEPA cribed under AGREEMENT PROVISIONS	he S	State of Illinois under the general				
			•	Section Description						
Name	Name _IL Route 53/Madison Street Intersection Improvements									
Route	<u> </u>	L Rt 53 Length 0	.47	Mi FT		(Structure No)				
Termi	Termini IL Route 53/Madison Street Intersection									
of IL f	Rt 53 econ	to provide a new southbour	nd to	n improvements to IL Rt 53 and Madison eastbound left turn lane and a new north ovide a left and right turn lane at IL Rt 53.	bou	nd to eastbound right turn lanes along				
				Agreement Provisions						
The E	The Engineer Agrees,									
	 To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: 									
a.	a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans									
b	 b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans. 									
C.	c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.									
d.				n traffic studies and counts and special in sign of the proposed improvement.	ters	ection studies as may be required to				
e.				ers Permit, Department of Natural Resour Channel Change sketch, Utility plan and						
f.				gn and Hydraulic Report, (including ecor ay overflows and bridge approaches.	omi	c analysis of bridge or culvert types)				
g.	\boxtimes	with five (5) copies of the p	lans,	ailed plans, special provisions, proposals special provisions, proposals and estima furnished to the LA by the ENGINEER at	ates.	Additional copies of any or all				
h.	\boxtimes			drafts in quadruplicate of all necessary righannel change agreements including prin						

Note: Four copies to be submitted to the Regional Engineer

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as required.

	i. Assist the LA in the tabulation and interpretation of the contractors' proposals	
	j. Prepare the necessary environmental documents in accordance with the procedures adopted be DEPARTMENT's Bureau of Local Roads & Streets.	y the
	k. Prepare the Project Development Report when required by the DEPARTMENT.	
(2)	That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the be in accordance with current standard specifications and policies of the DEPARTMENT. It is being us such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the DEPARTMENT.	nderstood that all
(3)	To attend conferences at any reasonable time when requested to do so by representatives of the LA o	r the Department.
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(6)	That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be and will show his professional seal where such is required by law.	endorsed by him
Th	e LA Agrees,	
1.	To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, accordance with one of the following methods indicated by a check mark:	1i, 2, 3, 5 and 6 in
	a. A sum of money equal to percent of the awarded contract cost of the proposed	improvement as
	approved by the DEPARTMENT.	
	b. A sum of money equal to the percent of the awarded contract cost for the proposed improveme the DEPARTMENT based on the following schedule:	nt as approved by
	Schedule for Percentages Based on Awarded Contract Cost	
	Awarded Cost Percentage Fees Under \$50,000	(see note)
		%
		% %
		%
		%
	Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.	
	c. Cost-plus fixed fee (see attached CECS)	
2.	To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES performing such work plus percent to cover profit, overhead and readiness to serve - "actual as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and othe expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER plus a five (5) percent service charge.	cost" being defined er out-of-pocket le ENGINEER may
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commensurate with the work performed.

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detalled plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4.	That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus percent incurred up to the time he is notified in writing of such
	abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5.	That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus percent to cover profit, overhead and
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It is Mutually Agreed.

- 1. That any difference between the ENGINEER and the LA concerning their Interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not pald or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
- 5. Total compensation amount is not to exceed the amount of \$276,908.51.

Executed by the LA:	of the (Municipality/Township/County)
ATTEST:	State of Illinois, acting by and through its
Ву	
Clerk	Ву
(Seal)	Title
Executed by the ENGINEER:	Unit 661
ATTEST: By Melina Phendes Title Executive Admin Assistant	By Christopher B. Burke Title President
THE CACOUNT POPE STORY	7, 6, 0, 0, 0, 0
Approved	
Date Department of Transportation	
Regional Engineer	

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

PHASE II ENGINEERING

<u>Task 1 – Data Collection and Kick off Meeting:</u> We will meet with the Village for a kickoff meeting to refine the scope and project area and to collect any pertinent information for the project area.

<u>Task 2 – Plats and Legal Documents:</u> Upon confirming the required right-of-way and easements that were identified in the Phase I Report, CBBEL will prepare plats and legal descriptions for the affected parcel. A separate plat of survey will be prepared for each parcel and each plat of survey will be referenced to an overall plat of highways. The centerline alignment and existing right-of-way previously established will be the basis for the development of the plats and legal descriptions.

Based on the feasibility study we estimate that five temporary easements, and two permanent takes will be required.

Right-of-way acquisition shall be in accordance with Titles II and III of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646) and any subsequent amendments. Transaction Screens in accordance with ASTM E 1528 will be prepared for each parcel, and if necessary, an environmental site assessment in accordance with ASTM E 1527 will be prepared.

<u>Task 3 – Right-of-Way Acquisition Services:</u> CBBEL will hire Santacruz Associates, Inc. to provide right-of-way acquisition services including appraisals, review appraisals and negotiations in accordance with State and Federal requirements. CBBEL will assist Santacruz by preparing exhibits and attend meetings with property owners.

<u>Task 4 – Utility Coordination:</u> CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the proposed to minimize utility conflicts.

CBBEL will also review the proposed underground work and its proximity to any existing utilities located in the field prior to the start of utility work. We will work with the Village, contractor, and utility to provide a cost effective and timely solution as necessary to maintain the project schedule.

Additional coordination effort is included here to contact homeowners along Madison to determine location and invert elevation of sanitary outlet at each house as well as establish foundation elevation of each house.

This may also include a survey mailing and/or individual site visits. We have budgeted a total of 16 hours survey crew time to determine the invert elevations of the existing sanitary services.

<u>Task 5 – Preliminary Plans Specifications and Estimates (65% Submittal):</u> CBBEL will prepare plans and specifications for the roadway improvements. The plans and specifications will be submitted for review to the Village and will be submitted to IDOT.



<u>Task 9 – Final QA/QC and Bidding Documents (100% Submittal):</u> Based on the Village and IDOT or other permit agencies review comments, CBBEL will revise the plans, specifications and estimate. The final plans will be resubmitted to the Village and permitting agencies for final comments and approval and then bid documents (mylars) will be submitted to IDOT and the Village. It is assumed that IDOT will handle the letting process if federal funds are used.

N:\PROPOSALS\ADMIN\2013\Lombard Madison Street\Tab 5-Project Understanding and Scope REVISED 041910.doc

Printed 11/8/2013 10:36 AM

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039 REV 12/04

11/08/13 14.50% [DL+R(DL) +1.4(DL)+IHDC] DATE 130.82% Cost Plus Fixed Fee 1 OVERHEAD RATE COMPLEXITY FACTOR Christopher B. Burke Engineering, Ltd. 11-00155-00-CH Lombard Local Agency Section Project Job No:

DBE				OVERHEAD	IN-HOUSE		Outside	SERVICES	:		* O *
DROP	ITEM	MANHOURS	PAYROLL	4 5	DIRECT	FIXED	Direct	BY	DBE	TOTAL	GRAND
BOX				FRINGE BENF	COSTS	FEE	Costs	OTHERS	TOTAL	13	TOTAL
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	Plats and Legal Documents	154	7,784.66	10,183.89		2,709.06				20.677.61	7.47%
	Right of Way Acquisition Services	36	1,846.72	2,415.88		642.66		40,950.00		45,855,26	16.56%
	Utility Coordination	112	5,162.88	6,754.08		1,796.68				13.713.64	4 95%
	Preliminary Plans, Specs & Estimates	764	34,835.80	45,572.19		12,122.86				92,530,85	33.42%
	Permitting and PSt	80	3,776.84	4,940.86		1,314.34		7,500.00		17,532.04	6.33%
	Village/IDOT Coord & Putblic Info	102	5,401.68	7,066.48		1,879.78				14.347.94	5.18%
	Prefinal Plans, Specs, & Estimates	328	15,170.60	19,846.18		5,279.37				40.296.15	14.55%
	Final QA/QC & Bidding Documents	140	6,533.44	8,547.05		2,273.64				17,354,12	6.27%
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PREPARED BY THE AGREEMENTS UNIT

AVERAGE HOURLY PROJECT RATES

Christopher B. Burke Engineering, Ltd. Lombard 11-00-155-00-CH FIRM Local Agency Section Project Job No:

DATE 11/08/13

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11/08/13

DATE

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.

Local Agency Lombard
Section 11-00155-00-CH
Project
Job No:

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Municipality Village of Lombard	LOC	Illinois Department of Transportation	CO	Name Christopher B. Burke Eng. Ltd.
Township York	A L A	Prellminary Engineering Services Agreement	N S U L	Address 9575 W. Higgins Rd.
County DuPage	G E	For Motor Fuel Tax Funds	T A	City Rosemont
Section 11-00155-00-CH	N C Y		N T	State IL
improvement of the above SECTION. supervision of the State Department of	ER) Mot	nto this day of and covers certain professional engineer or Fuel Tax Funds, allotted to the LA by the sportation, hereinafter called the "DEPA cribed under AGREEMENT PROVISIONS	he S .RTI	State of Illinois under the general
		Section Description		
Name <u>IL Route 53/Madison Street I</u>	nters	ection Improvements		
Route IL Rt 53 Length 0	.47	Mi FT		(Structure No)
Termini IL Route 53/Madison Stree	t Inte	ersection		
of IL Rt 53 to provide a new southbour	nd to	n improvements to IL Rt 53 and Madison eastbound left turn lane and a new north ovide a left and right turn lane at IL Rt 53.	bou	and to eastbound right turn lanes along
		Agreement Provisions		
The Engineer Agrees,				
To perform or be responsible for the proposed improvements herein be		erformance of the following engineering s described, and checked below:	ervi	ces for the LA, in connection with the
a. Make such detailed survey	s as	are necessary for the preparation of deta	iled	roadway plans
 b. Make stream and flood plain of detailed bridge plans. 	in hy	draulic surveys and gather high water da	ta, a	and flood histories for the preparation
analyses thereof as may be	e req	n soil surveys or subsurface investigation uired to furnish sufficient data for the des ade in accordance with the current requir	ign	of the proposed improvement.
 d. Make or cause to be made furnish sufficient data for the 	sucl e de	n traffic studies and counts and special in sign of the proposed improvement.	ters	ection studies as may be required to
 e. Prepare Army Corps of Eng Bridge waterway sketch, an agreements. 	ginee nd/or	ers Permit, Department of Natural Resour Channel Change sketch, Utility plan and	ces	-Office of Water Resources Permit, ations, and Railroad Crossing work
 f. Prepare Preliminary Bridge and high water effects on re 	des oadv	ign and Hydraulic Report, (including ecor vay overflows and bridge approaches.	nom	ic analysis of bridge or culvert types)
with five (5) copies of the p	lans	ailed plans, special provisions, proposals special provisions, proposals and estima furnished to the LA by the ENGINEER a	ates	. Additional copies of any or all
h. X Furnish the LA with survey easement and borrow pit a	and nd c	drafts in quadruplicate of all necessary ri hannel change agreements including prin	ght- its c	of-way dedications, construction f the corresponding plats and staking

Note: Four copies to be submitted to the Regional Engineer

as required.

4.		
1	i. Assist the LA in the tabulation and interpretation of the contractors' proposals	
	 j. Prepare the necessary environmental documents in accordance with the procedures adopted b DEPARTMENT's Bureau of Local Roads & Streets. 	y the
	k. Prepare the Project Development Report when required by the DEPARTMENT.	
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	 A sum of money equal to the percent of the awarded contract cost for the proposed improveme the DEPARTMENT based on the following schedule: 	nt as approved by
	Schedule for Percentages Based on Awarded Contract Cost	
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	Awarded Cost Percentage Fees Under \$50,000	(see note)
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	Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.	
	c. Cost-plus fixed fee (see attached CECS)	
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It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soli survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without llability.
- 5. Total compensation amount is not to exceed the amount of \$276,908.51.

Executed by the LA:	(Municipality/Township/County) of the
ATTEST:	State of Illinois, acting by and through its
Ву	
Clerk	Ву
(Seal)	Title
Executed by the ENGINEER:	Church 660
ATTEST: By Molina Mandes Title Exerchare Admin Notistant	By Christypher B. Burke Title Prosident
Approved	
Date Department of Transportation	
Regional Engineer	

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

PHASE II ENGINEERING

<u>Task 1 – Data Collection and Kick off Meeting:</u> We will meet with the Village for a kickoff meeting to refine the scope and project area and to collect any pertinent information for the project area.

<u>Task 2 – Plats and Legal Documents:</u> Upon confirming the required right-of-way and easements that were identified in the Phase I Report, CBBEL will prepare plats and legal descriptions for the affected parcel. A separate plat of survey will be prepared for each parcel and each plat of survey will be referenced to an overall plat of highways. The centerline alignment and existing right-of-way previously established will be the basis for the development of the plats and legal descriptions.

Based on the feasibility study we estimate that five temporary easements, and two permanent takes will be required.

Right-of-way acquisition shall be in accordance with Titles II and III of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646) and any subsequent amendments. Transaction Screens in accordance with ASTM E 1528 will be prepared for each parcel, and if necessary, an environmental site assessment in accordance with ASTM E 1527 will be prepared.

<u>Task 3 – Right-of-Way Acquisition Services:</u> CBBEL will hire Santacruz Associates, Inc. to provide right-of-way acquisition services including appraisals, review appraisals and negotiations in accordance with State and Federal requirements. CBBEL will assist Santacruz by preparing exhibits and attend meetings with property owners.

<u>Task 4 – Utility Coordination:</u> CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the proposed to minimize utility conflicts.

CBBEL will also review the proposed underground work and its proximity to any existing utilities located in the field prior to the start of utility work. We will work with the Village, contractor, and utility to provide a cost effective and timely solution as necessary to maintain the project schedule.

Additional coordination effort is included here to contact homeowners along Madison to determine location and invert elevation of sanitary outlet at each house as well as establish foundation elevation of each house.

This may also include a survey mailing and/or individual site visits. We have budgeted a total of 16 hours survey crew time to determine the invert elevations of the existing sanitary services.

<u>Task 5 – Preliminary Plans Specifications and Estimates (65% Submittal):</u> CBBEL will prepare plans and specifications for the roadway improvements. The plans and specifications will be submitted for review to the Village and will be submitted to IDOT.



<u>Task 9 – Final QA/QC and Bidding Documents (100% Submittal):</u> Based on the Village and IDOT or other permit agencies review comments, CBBEL will revise the plans, specifications and estimate. The final plans will be resubmitted to the Village and permitting agencies for final comments and approval and then bid documents (mylars) will be submitted to IDOT and the Village. It is assumed that IDOT will handle the letting process if federal funds are used.

N:\PROPOSALS\ADMIN\2013\Lombard Madison Street\Tab 5-Project Understanding and Scope REVISED 041910.doc

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1745

TOTALS

Subconsultant DL

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039 REV 12/04

16.56% 4.95% 33.42% 6.33% 5.18% 11/08/13 % OF GRAND TOTAL 40,296.15 17,354.12 45,855.26 13,713.64 92,530.85 17,532.04 14,347.94 14.50% [DL+R(DL) +1.4(DL)+IHDC| 4,161.68 10,439.21 20,677.61 TOTAL DATE DBE € 130.82% 40,950.00 7,500.00 SERVICES OTHERS ΒY 9 10,439.21 Outside Direct Costs Cost Plus Fixed Fee 1 E 2,709.06 1,796.68 12,122.86 1,314.34 1,879.78 5,279.37 2,273.64 (E) 545.24 COMPLEXITY FACTOR FEE OVERHEAD RATE IN-HOUSE DIRECT COSTS ê (C) 2,049.66 10,183.89 2,415.88 6,754.08 45,572.19 4,940.86 7,066.48 19,846.18 0.00 Christopher B. Burke Engineering, Ltd. 8,547.05 FRINGE BENF OVERHEAD (B) 1,566.78 7,784.66 1,846.72 5,162.88 3,776.84 5,401.68 0.00 15,170.60 6,533.44 34,835.80 PAYROLL 11-00155-00-CH 328 140 MANHOURS Lombard 3 Preliminary Plans, Specs & Estimates Final QA/QC & Bidding Documents Prefinal Plans, Specs, & Estimates Right of Way Acquisition Services Village/IDOT Coord & Pulblic Info Data Collection/Kick-off Meeting Plats and Legal Documents ME Utility Coordination Permitting and PSI Local Agency Direct Cost Section Job No: Project DBE DROP BOX

DBE

PREPARED BY THE AGREEMENTS UNIT

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DATE 11/08/13

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lombard Lombard 11-00-155-00-CH
Project Job No:

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AVERAGE HOURLY PROJECT RATES

Christopher B. Burke Engineering, Ltd. Lombard 11-00155-00-CH FIRM Local Agency

Section Project Job No:

DATE

11/08/13

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PAYROLL		CLASSIFICATION	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Env Res Specialist V	Env Res Specialist IN	Env Res Specialist II	Env Res Technician	Landscape Architect	Survey V	Survey IV	Survey III	Survey II	Survey I	Survey Intern	CAD Manager	Asst. CAD Manager	CAD II	CAD I	Engineering Technid	Engineering Technic	Engineering Technic	Engineering Technic	GSI Specialist III	GSI Specialist I/II	Engineering Intern	Administrative	TOTALS