

DISTRICT - Unincorporated

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

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

_____ Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Timothy Sexton, Acting Village Manager

DATE: November 11, 2013 (COW) (B of T) **Date:** November 21, 2013

TITLE: Madison Street/IL. Rt. 53 Intersection Improvements
Phase II Design Engineering

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer

BACKGROUND/POLICY IMPLICATIONS:

Design Engineering (Phase II) for improvements (including signalization) to the intersection of Madison Street and Illinois Route 53.

FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$276,908.51
MFT Funds: \$140,000.00
State Funds: \$140,000.00
HTE Project Number: 0711
PW Project Number: ST-13-04

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

To: Timothy Sexton, Acting Village Manager
Through: Carl S. Goldsmith, Director of Public Works *cy*
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 November, 2013.


Keith Giagnorio
Village President

ATTEST:

Janet Downer
Deputy Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

Municipality Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Christopher B. Burke Eng. Ltd.
Township York				Address 9575 W. Higgins Rd.
County DuPage				City Rosemont
Section 11-00155-00-CH				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name IL Route 53/Madison Street Intersection Improvements

Route IL Rt 53 Length 0.47 Mi. _____ FT (Structure No. _____)

Termini IL Route 53/Madison Street Intersection

Description: Phase II design of intersection improvements to IL Rt 53 and Madison Street including widening and resurfacing of IL Rt 53 to provide a new southbound to eastbound left turn lane and a new northbound to eastbound right turn lanes along with reconstruction of Madison Street to provide a left and right turn lane at IL Rt 53. New traffic signals will also be installed at the intersection.

Agreement Provisions

The Engineer Agrees,

1. 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. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - 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. 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.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- 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.

The 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 defined 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 may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all 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 work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be 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 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.

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.

Executed by the LA:

ATTEST: _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its

By _____
Clerk By _____
(Seal) Title _____

Executed by the ENGINEER:

Christoph BB

ATTEST:

By *Melina Jhandes*
Title *Executive Admin Assistant*

By *Christopher B Bente*
Title *President*

Approved

Date

Department of Transportation

Regional Engineer

SCOPE OF SERVICES

PHASE II ENGINEERING

Task 1 – Data Collection and Kick off Meeting: 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.

Task 2 – Plats and Legal Documents: 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.

Task 3 – Right-of-Way Acquisition Services: 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.

Task 4 – Utility Coordination: 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.

Task 5 – Preliminary Plans Specifications and Estimates (65% Submittal): 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.

SCOPE OF SERVICES

Task 9 – Final QA/QC and Bidding Documents (100% Submittal): 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

AVERAGE HOURLY PROJECT RATES

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

DATE 11/08/13
 SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection/Kick-off M			Plans and Legal Document			Right of Way Acquisition			Utility Coordination			Preliminary Plans, Specs &		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	109	6.25%	4.37	5	17.24%	12.07	6	3.90%	2.28	20	55.56%	32.46	4	3.57%	2.50	40	5.24%	3.66
Engineer V	58.43	300	17.19%	10.05	6	20.69%	12.09	6	3.90%	2.28	4	11.11%	5.23	48	42.86%	25.04	100	13.09%	7.65
Engineer IV	47.04	194	11.12%	5.23							4	11.11%	5.23	12	10.71%	4.24	100	13.09%	6.16
Engineer III	39.60	270	15.47%	6.13													140	18.32%	7.26
Engineer I/II	31.26	0																	
Env Res Specialist V	61.00	0																	
Env Res Specialist IV	48.67	0																	
Env Res Specialist III	36.79	0																	
Env Res Technician	31.75	0																	
Landscape Architect	47.00	18	1.03%	0.48															
Survey V	70.00	8	0.46%	0.32				8	5.19%	3.64									
Survey IV	57.00	48	2.75%	1.57				48	31.17%	17.77									
Survey III	49.00	28	1.60%	0.79				24	15.58%	7.64									
Survey II	34.36	42	2.41%	0.83				24	15.58%	5.35									
Survey I	28.50	18	1.03%	0.29															
Survey Intern	14.00	0																	
CAD Manager	50.63	136	7.79%	3.95	16	55.17%	27.93	40	25.97%	13.15							48	6.28%	3.18
Asst. CAD Manager	45.83	0																	
CAD II	40.83	520	29.80%	12.17							12	33.33%	13.61	4	3.57%	1.46	320	41.88%	17.10
CAD I	31.50	0																	
Engineering Technician	65.00	0																	
Engineering Technician	51.00	0																	
Engineering Technician	42.74	0																	
Engineering Technician	28.00	0																	
Engineering Technician	39.00	0																	
GSI Specialist III	23.00	0																	
GSI Specialist I/II	13.50	0																	
Engineering Intern	13.50	0																	
Administrative	28.06	54	3.09%	0.87	2	6.90%	1.94	4	2.60%	0.73				4	3.57%	1.00	16	2.09%	0.59
TOTALS		1745	100%	\$47.04	29	100.00%	\$54.03	154	100%	\$50.55	36	100%	\$51.30	112	100%	\$46.10	764	100%	\$45.60

PREPARED BY THE AGREEMENTS UNIT

AVERAGE HOURLY PROJECT RATES

DF-824-039
REV 12/04

FIRM Christopher B. Burke Engineering, Ltd.

Local Agency Lombard

Section 11-00155-00-CH

Project

Job No:


DATE 11/08/13

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permitting and PSI			Village/DOT Coord & Public			Prelim Plans, Specs, & Estim			Final QA/QC & Bidding Docum			Direct Cost					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer VI	70.00	4	5.00%	3.50	24	23.53%	16.47	20	6.10%	4.27	12	8.57%	6.00						
Engineer V	58.43	12	15.00%	8.76	40	39.22%	22.91	48	14.63%	8.55	20	14.29%	8.35						
Engineer IV	47.04	40	50.00%	23.52	6	5.88%	2.77	32	9.76%	4.59	12	8.57%	4.03						
Engineer III	39.60	12	15.00%	5.94				66	20.12%	7.97	40	28.57%	11.31						
Engineer I/II	31.26																		
Env Res Specialist V	61.00																		
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Env Res Technician	31.75																		
Landscape Architect	47.00							12	3.66%	1.72	6	4.29%	2.01						
Survey V	70.00																		
Survey IV	57.00																		
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Survey II	34.36																		
Survey I	28.50																		
Survey Intern	14.00																		
CAD Manager	50.63							24	7.32%	3.70	8	5.71%	2.89						
Asst. CAD Manager	45.83																		
CAD II	40.83	8	10.00%	4.08	16	15.69%	6.40	120	36.59%	14.94	40	28.57%	11.67						
CAD I	31.50																		
Engineering Technic	65.00																		
Engineering Technic	51.00																		
Engineering Technic	42.74																		
Engineering Technic	28.00																		
GSI Specialist III	39.00																		
GSI Specialist I/II	23.00																		
Engineering Intern	13.50																		
Administrative	28.06	4	5.00%	1.40	16	15.69%	4.40	6	1.83%	0.51	2	1.43%	0.40						
TOTALS		80	100%	\$47.21	102	100%	\$52.96	328	100%	\$46.25	140	100%	\$46.67	0	0%	\$0.00	0	0%	\$0.00

PREPARED BY THE AGREEMENTS UNIT

Printed 11/8/2013 10:37 AM

Municipality Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Christopher B. Burke Eng. Ltd.
Township York				Address 9575 W. Higgins Rd.
County DuPage				City Rosemont
Section 11-00155-00-CH				State IL

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Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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 defined 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 may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all 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 work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be 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 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.
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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.

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.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Christy B. Burke

ATTEST:

By Melina J. Sanders

By Christopher B. Burke

Title Executive Admin Assistant

Title President

Approved

Date

Department of Transportation

Regional Engineer

SCOPE OF SERVICES

PHASE II ENGINEERING

Task 1 – Data Collection and Kick off Meeting: 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.

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

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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.

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SCOPE OF SERVICES

Task 9 – Final QA/QC and Bidding Documents (100% Submittal): 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

AVERAGE HOURLY PROJECT RATES

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

DATE 11/08/13

SHEET 1 OF 2

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Data Collection/Kick-off M			Plats and Legal Document			Right of Way Acquisition			Utility Coordination			Preliminary Plans, Specs &			
	AVG HOURLY RATES	Hours	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	
Engineer VI	70.00	109	6.25%	5	4.37	17.24%	6	12.09	20.69%	2.28	32.46	55.56%	4	2.50	3.57%	40	2.50	5.24%	3.66
Engineer V	58.43	300	17.19%	6	10.05	20.69%	6	12.09	20.69%	2.28	32.46	55.56%	4	2.50	3.57%	40	2.50	5.24%	3.66
Engineer IV	47.04	194	11.12%	6	5.23	20.69%	6	12.09	20.69%	2.28	32.46	55.56%	4	2.50	3.57%	40	2.50	5.24%	3.66
Engineer III	39.60	270	15.47%		6.13														
Engineer I/II	31.26	0																	
Env Res Specialist V	61.00	0																	
Env Res Specialist IV	48.67	0																	
Env Res Specialist III	36.79	0																	
Env Res Technician	31.75	0																	
Landscape Architect	47.00	18	1.03%		0.48														
Survey V	70.00	8	0.46%		0.32														
Survey IV	57.00	48	2.75%		1.57														
Survey III	49.00	28	1.60%		0.79														
Survey II	34.36	42	2.41%		0.83														
Survey I	28.50	18	1.03%		0.29														
Survey Intern	14.00	0																	
CAD Manager	50.63	136	7.79%	16	3.95	55.17%	40	27.93	25.97%	13.15	13.61	33.33%	4	1.46	3.57%	48	1.46	6.28%	3.18
Asst. CAD Manager	45.83	0																	
CAD II	40.83	520	29.80%		12.17														
CAD I	31.50	0																	
Engineering Technician	65.00	0																	
Engineering Technician	51.00	0																	
Engineering Technician	42.74	0																	
Engineering Technician	28.00	0																	
GSI Specialist III	39.00	0																	
GSI Specialist I/II	23.00	0																	
Engineering Intern	13.50	0																	
Administrative	28.06	54	3.09%	2	0.87	6.90%	4	1.94	2.60%	0.73	50.55	100%	4	1.00	3.57%	16	1.00	2.09%	0.59
TOTALS		1745	100%	29	\$47.04	100.00%	154	\$54.03	100%	\$50.55	\$51.30	100%	112	\$46.10	100%	764	\$46.10	100%	\$45.60


AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lombard
Section 11-00155-00-CH
Project
Job No:

DATE 11/08/13

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permitting and PSI			Village/IDOT Coord & Public			Prefinal Plans, Specs, & Estimating			Final QA/QC & Bidding Document			Direct Cost		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	4	5.00%	3.50	24	23.53%	16.47	20	6.10%	4.27	12	8.57%	6.00			
Engineer V	58.43	12	15.00%	8.76	40	39.22%	22.91	48	14.63%	8.55	20	14.29%	8.35			
Engineer IV	47.04	40	50.00%	23.52	6	5.88%	2.77	32	9.76%	4.59	12	8.57%	4.03			
Engineer III	39.60	12	15.00%	5.94				66	20.12%	7.97	40	28.57%	11.31			
Engineer I/II	31.26															
Env Res Specialist V	61.00															
Env Res Specialist I	48.67															
Env Res Specialist II	36.79															
Env Res Technician	31.75															
Landscape Architect	47.00															
Survey V	70.00							12	3.66%	1.72	6	4.29%	2.01			
Survey IV	57.00															
Survey III	49.00															
Survey II	34.36															
Survey I	28.50															
Survey Intern	14.00															
CAD Manager	50.63							24	7.32%	3.70	8	5.71%	2.89			
Asst. CAD Manager	45.83															
CAD II	40.83	8	10.00%	4.08	16	15.69%	6.40	120	36.59%	14.94	40	28.57%	11.67			
CAD I	31.50															
Engineering Technic	65.00															
Engineering Technic	51.00															
Engineering Technic	42.74															
Engineering Technic	28.00															
GSI Specialist III	39.00															
GSI Specialist I/II	23.00															
Engineering Intern	13.50															
Administrative	28.06	4	5.00%	1.40	16	15.69%	4.40	6	1.83%	0.51	2	1.43%	0.40			
TOTALS		80	100%	\$47.21	102	100%	\$52.96	328	100%	\$46.25	140	100%	\$46.67	0	0%	\$0.00

Municipality Village of Lombard	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Christopher B. Burke Eng. Ltd.
Township York				Address 9575 W. Higgins Rd.
County DuPage				City Rosemont
Section 11-00155-00-CH				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name IL Route 53/Madison Street Intersection Improvements

Route IL Rt 53 Length 0.47 Mi. _____ FT (Structure No. _____)

Termini IL Route 53/Madison Street Intersection

Description: Phase II design of intersection improvements to IL Rt 53 and Madison Street including widening and resurfacing of IL Rt 53 to provide a new southbound to eastbound left turn lane and a new northbound to eastbound right turn lanes along with reconstruction of Madison Street to provide a left and right turn lane at IL Rt 53. New traffic signals will also be installed at the intersection.

Agreement Provisions

The Engineer Agrees,

1. 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. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - 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. 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.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- 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.

The 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	(see note)
Under \$50,000		%
		%
		%
		%
		%

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 defined 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 may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Christopher B. Burke

ATTEST:

By *Melina Phares*

By *Christopher B. Burke*

Title *Executive Admin Assistant*

Title *President*

Approved

_____ Date

Department of Transportation

_____ Regional Engineer

SCOPE OF SERVICES

PHASE II ENGINEERING

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SCOPE OF SERVICES

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

AVERAGE HOURLY PROJECT RATES

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

DATE 11/08/13

SHEET 1 OF 2

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Data Collection/Kick-off			Plats and Legal Document			Right of Way Acquisition			Utility Coordination			Preliminary Plans, Specs &						
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
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Env Res Specialist IV	0																					
Env Res Specialist III	0																					
Env Res Technician	0																					
Landscape Architect	18	1.03%	0.48																			
Survey V	8	0.46%	0.32				8	5.19%	3.64													
Survey IV	48	2.75%	1.57				48	31.17%	17.77													
Survey III	28	1.60%	0.79				24	15.58%	7.64				4	3.57%	1.75							
Survey II	42	2.41%	0.83				24	15.58%	5.35				18	16.07%	5.52							
Survey I	18	1.03%	0.29										18	16.07%	4.58							
Survey Intern	0																					
CAD Manager	136	7.79%	3.95	16	55.17%	27.93	40	25.97%	13.15							48	6.28%	3.18				
Asst. CAD Manager	0																					
CAD II	520	29.80%	12.17										12	33.33%	13.61	4	3.57%	1.46	320	41.88%	17.10	
CAD I	0																					
Engineering Technician	0																					
Engineering Technician	0																					
Engineering Technician	0																					
Engineering Technician	0																					
GSI Specialist III	0																					
GSI Specialist I/II	0																					
Engineering Intern	0																					
Administrative	54	3.09%	0.87	2	6.90%	1.94	4	2.60%	0.73				4	3.57%	1.00				16	2.09%	0.59	
TOTALS	1745	100%	\$47.04	29	100.00%	\$54.03	154	100%	\$50.55	36	100%	\$51.30	112	100%	\$46.10	764	100%	\$45.60				

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lombard
Section 11-00155-00-CH
Project
Job No:

DATE 11/08/13

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permitting and PSI			Village/IDOT Coord & Public			Prelim Plans, Specs, & Estim			Final QA/QC & Bidding Docum			Direct Cost		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	4	5.00%	3.50	24	23.53%	16.47	20	6.10%	4.27	12	8.57%	6.00			
Engineer V	58.43	12	15.00%	8.76	40	39.22%	22.91	48	14.83%	8.55	20	14.29%	8.35			
Engineer IV	47.04	40	50.00%	23.52	6	5.88%	2.77	32	9.76%	4.59	12	8.57%	4.03			
Engineer III	39.60	12	15.00%	5.94				66	20.12%	7.97	40	28.57%	11.31			
Engineer I/II	31.26															
Env Res Specialist V	61.00															
Env Res Specialist I	48.67															
Env Res Specialist II	36.79															
Env Res Technician	31.75															
Landscape Architect	47.00							12	3.66%	1.72	6	4.29%	2.01			
Survey V	70.00															
Survey IV	57.00															
Survey III	49.00															
Survey II	34.36															
Survey I	28.50															
Survey Intern	14.00															
CAD Manager	50.63							24	7.32%	3.70	8	5.71%	2.89			
Asst. CAD Manager	45.83															
CAD II	40.83	8	10.00%	4.08	16	15.69%	6.40	120	36.59%	14.94	40	28.57%	11.67			
CAD I	31.50															
Engineering Technic	65.00															
Engineering Technic	51.00															
Engineering Technic	42.74															
Engineering Technic	28.00															
GSI Specialist III	39.00															
GSI Specialist I/II	23.00															
Engineering Intern	13.50															
Administrative	28.06	4	5.00%	1.40	16	15.69%	4.40	6	1.83%	0.51	2	1.43%	0.40			
TOTALS		80	100%	\$47.21	102	100%	\$52.96	328	100%	\$46.25	140	100%	\$46.67	0	0%	\$0.00