



AGENDA ITEM #8C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
3/27/2023**

Item Title: Roselle Road Streetscape and Irving Park Road Streetscape Concept Design

Staff Contact: Kristin Mehl, Assistant Director of Public Works

CONSENT

VILLAGE BOARD ACTION:

Adopt a Resolution authorizing the Mayor to execute an agreement for Concept Design Engineering Services for the Roselle Road Streetscape and Irving Park Road Streetscape between the Village of Roselle and Christopher B. Burke Engineering, Ltd. in the amount of \$147,944.

Executive Summary:

The FY 2023 budget includes the concept design of streetscape improvements to Roselle Road (Foster Avenue to Nerge Road) and Irving Park Road (Williams Street to the eastern Village limits). The concept design for these corridors will include preliminary plans and planning level cost estimates. They also include coordination with IDOT, Cook County and DuPage County, as needed. The plans will identify locations and concepts for landscaped medians, lighting, sidewalks, roadside landscaping and other enhancement items. These concepts will allow the Village to prioritize projects and help create cohesive corridors on these major routes through the Village.

Christopher B. Burke Engineering, Ltd. will be using Ginkgo as a subconsultant to ensure that the concepts for the streetscaping are compatible with the Municipal Campus Plan. This team previously work on the Village Comprehensive Plan and possible streetscaping options for portions of Irving Park Road. Staff was very pleased with their work. Staff reviewed their prepared scope of services, project timeline, staff hours and total cost and recommend approving the agreement.

Implications:

Is this item budgeted? A total of \$145,000 is budgeted in the General Capital Fund as well as TIF funds where appropriate.

Estimated cost: \$147,944

Any other implications to be considered? No.

Strategic Priority:

Reliable Infrastructure

Attachments:

Resolution

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE
WAYNE D. DOMKE
CHERYL LENISA
TOM DELLA PENNA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 27th day of March, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Constitution of 1970, Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter referred to as the "Engineer") is a full-service engineering firm that provides a full array of engineering services including but not limited to design engineering services relating to streetscape improvements;

WHEREAS, the Village has previously engaged Engineer on other projects and has been extremely satisfied with the level of professionalism and work product provided by Engineer;

WHEREAS, the Village desires to engage Engineer for to provide concept design engineering relative to the Village's Roselle Road Streetscape and Irving Park Road Streetscape Project (hereinafter referred to as the "Project"); and

WHEREAS, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village of Roselle to approve the agreement with Christopher B. Burke Engineering, Ltd. for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the Agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreements.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize, allocate and direct the expenditure of all costs related to the execution of the agreements, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreements and of this resolution.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 27th day of March, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman, hereby certify that I am the duly appointed and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING
 THE EXECUTION OF AN AGREEMENT BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND
 CHRISTOPHER B. BURKE ENGINEERING, LTD.**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on March 27, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Agreement

DRAFT

CONTRACT NO. _____ FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Christopher B. Burke Engineering, Ltd. (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide Professional Engineering services associated with the Roselle Road Streetscape Concept and the Irving Park Road Streetscape Concept Design to the Village; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$147,944.00. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of 2 years terminating April 30, 2025, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit arising from the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18th Judicial

Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 20____.


VILLAGE OF ROSELLE
VILLAGE ADMINISTRATOR
31 S. PROSPECT STREET
ROSELLE, IL 60172

Christopher B. Burke Eng., Ltd.
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

BY: _____
Mayor

BY:  _____
President

ATTEST: _____
Clerk

ATTEST:  _____
Notary Public





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 16, 2023

Village of Roselle
474 Congress Circle North
Roselle, Illinois 60172

Attention: Kristin Mehl, PE – Village Engineer/Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
Roselle Road Streetscape Concept Design

Dear Ms. Mehl:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for the Roselle Road Streetscape Concept Design. Ginkgo Planning & Design, Inc. will be a subconsultant to CBBEL and assist in developing a Streetscape Concept Design and Preliminary Study for Roselle Road from Nerge Road to Foster Avenue that will include:

- The refinement of the streetscape based on the Village's Comprehensive Plan adapted August 22, 2016.
- Overall Plan for the corridor
- Plan exhibits and Roadway/Parkway typical sections for the area north and south of I-390, the "downtown" area from Hattendorf Avenue to Maple Avenue and the residential area south of "downtown" to Foster Avenue.
- Incorporation of Bike Trails
- Proposed hierarchical materials palette
- Coordination with concurrent or future corridor projects such as the planned entrance monument signs
- Utility burial study
- Estimates of cost
- Funding opportunities
- Executive Summary

Included in this proposal is our Scope of Services, Estimated Schedule, and Fee Estimate

SCOPE OF SERVICES

Task 1 – Kick-Off Meeting

The CBBEL and Ginkgo team will meet with Village Staff and Selected Design Team to discuss the project scope. At the kick-off meeting, the Project Team will formalize

working relationships, establish primary points of contact, review project procedures and project scope. The kick-off meeting will also serve as an opportunity to discuss project constraints and identify anticipated design, permitting and construction issues.

Task 2 – Streetscape Concept Development

The CBBEL and Ginkgo team will prepare a concept plan for the streetscape development along Roselle Road based off the Village's Comprehensive Plan. CBBEL will develop a preliminary streetscape plan and provide a planning level cost estimate to be presented to the Village for approval. The preliminary streetscape plan will include:

- Typical cross section for three distinct areas:
 - North of "downtown" from Hattendorf Avenue to Nerge
 - "Downtown" from Hattendorf to Maple
 - South of "Downtown" from Foster to Maple
- Selection of pavers for the sidewalks, driveways, and on-street parking
- Determination of roadway inlays for paver crosswalks and roadway accents
- General locations for streetscape appurtenances such as trash receptacles and planter urns
- General locations for landscaped parkways and raised planter beds
- General locations for tree grates
- General locations for ornamental pedestrian and roadway lighting
- Locations and materials for landscaped medians
- Locations for gateways

Task 3 – Lighting Study

CBBEL will perform a concept lighting design in accordance with current standards. CBBEL will assist the Village in selecting a specific make/model for the proposed light pole and luminaire. CBBEL assumes that Sternberg Lighting will be used as they are one of the top decorative lighting manufactures and are conveniently located in the Village. CBBEL will attend a site visit with the Village to Sternberg's showroom to aid in the equipment selection. After the Village selects the preferred equipment, CBBEL will perform concept level roadway photometric calculations to obtain an approximate pole spacings and configuration. Detailed photometric calculations (including intersections) required for phase 2 design are not included in this proposal. The photometric calculations will be performed using the last version of AGI32 photometric software. Based on the photometric calculation results, a concept level light pole layout will be determined. A concept lighting submittal report will be created including a project description, target lighting levels with justification, photometric calculations, cut sheets of the proposed preferred lighting equipment and an overall concept construction cost estimate.

Task 4 – Utility Burial Study

CBBEL will complete a study of the feasibility of burying the overhead utilities in the corridor. The study will identify the locations of overhead facilities, requirements for burial and estimated costs per segment and/or utility.

Task 5 – IDOT/County Coordination

Because Roselle Road is owned and maintained by DuPage and Cook County, we will coordinate the proposed concept improvements with both County's DOT's. Because

Irving Park and I-390 are under IDOT's jurisdiction we will coordinate the proposed concept improvements with District One. We will obtain preliminary concurrence from the Counties and State so that future permitting goes smoothly.

Task 6 – Funding Opportunities

CBBEL will explore grant funding opportunities for the streetscape, lighting, pedestrian, and bicycle improvement. County, State, and Federal (ITEP, CMAQ, etc.) will be explored.

Task 7 – Concept Study

Tasks 1-5 will be combined with an executive summary, exhibits, cost estimates, coordination, and funding opportunities. CBBEL will submit the study to the Village for review. CBBEL will revise and resubmit the study based on the Village's comments.

Task 8 – Meetings

We estimate three (3) meetings will be required in addition to the kick-off meeting. One meeting will be attended and a brief presentation at a Village Board meeting will be given.

ESTIMATE SCHEDULE

Kick-off Meeting	April 2023
Draft Study	September 2023
Village Board	November 2023
Final Study	January 2024

FEE ESTIMATE

We estimate the following fees for each of the tasks described above:

Task	Description	Fee
1	Kick-Off Meeting	\$2,146
2	Streetscape Concept Development	\$29,704
3	Lighting Study	\$9,092
4	Utility Burial Study	\$4,652
5	IDOT/County Coordination	\$1,308
6	Funding Opportunities	\$1,701
7	Concept Study	\$9,768
8	Meetings	\$9,122
	Direct Costs	\$500
TOTAL =		\$67,993



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 16, 2023

Village of Roselle
474 Congress Circle North
Roselle, Illinois 60172

Attention: Kristin Mehl, PE – Village Engineer/Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
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- The refinement of the streetscape based on the Village's Comprehensive Plan adapted August 22, 2016.
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1	Kick-Off Meeting	\$2,146
2	Streetscape Concept Development	\$32,172
3	Lighting Study	\$10,308
4	Utility Burial Study	\$6,978
5	IDOT/County Coordination	\$2,418
6	Funding Opportunities	\$1,701
8	Concept Study	\$11,556
9	Meetings	\$9,122
	Direct Costs	\$500
TOTAL =		\$79,951