



AGENDA ITEM #8C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
8/14/2023**

Item Title: Irving Park Road Multi-Use Path and Pedestrian Bridge Phase I Engineering

Staff Contact: Kristin Mehl, Assistant Director of Public Works

CONSENT

VILLAGE BOARD ACTION:

Adopt a Resolution authorizing the Mayor to execute an agreement for Phase I Design Engineering Services for the Irving Park Road Multi-Use Path and Pedestrian Bridge between the Village of Roselle and Christopher B. Burke Engineering, Ltd. in the amount of \$198,335.

Executive Summary:

In September 2022, the Village Board approved the submittal of a grant application for constructing a multi-use path and pedestrian bridge over Irving Park Road which would connect the Metra Station and Main Street as identified in the Comprehensive Plan. Christopher B. Burke Engineering, Ltd (CBBEL) completed a preliminary concept plan and budgetary cost estimate for the project to assist with the grant application.

The Village was award \$2.95 million to cover up to 80% of the Phase II Final Design Engineering, Construction and Construction Engineering of the project. The Village is required to fund the remaining 20% but also 100% of the Phase I Design Engineering. The Village’s estimated total share of the project is \$800,000.

CBBEL has completed design engineering services previously for the Village and staff was very pleased with their work. Staff reviewed their prepared scope of services, project timeline, staff hours and total cost and recommend the execution the agreement. It is anticipated approximately \$80,000 of the contract amount will be expended in 2023 and the remainder in 2024.

Implications:

Is this item budgeted? The 2023 amount has not been budgeted but was included in the Mid-Year Budget Report in the General Capital Projects Fund. The FY 2024 budget will include the remaining contract amount in the General Capital Projects Fund.

Estimated cost: \$198,335

Any other implications to be considered? N/A

Strategic Priority:

Reliable Infrastructure

Attachments:

Resolution

Agreement

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

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
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 14th day of August, 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 roadways, bridges and pedestrian 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 design engineering relative to the Village's Irving Park Road Multi-Use Path and Pedestrian Bridge (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
Wayne D. Domke				
Dena Forsythe				
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 14th day of August, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman Burns
Village Clerk

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

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected 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 August 14, 2023 and that the vote on the motion for adoption was as follows:

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

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance 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 Phase I Engineering services associated with the Main Street Multi-Use Path 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 \$198,335. 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 1 1/2 years terminating December 31, 2024, 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 or in any manner connected with 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 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:  _____

Vice President



EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 12, 2023

Village of Roselle
Public Works Department
474 Congress Cir N
Roselle, IL 60172

Attention: Ms. Kristin Mehl, PE, Village Engineer

Subject: Main Street Multi-Use Path
Proposal for Professional Engineering Services

Dear Ms. Mehl:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Phase I Engineering for the Main Street Multi-Use Path Facility Improvements Project. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Village of Roselle is considering CBBEL to be contracted to complete Phase I Engineering services for the Main Street Multi-Use Path Facility Improvements Project. The purpose of this Project is to obtain IDOT Design Approval in order to proceed with the Federally Funded, State Let Phase II Design for the subject Project. The Project limits are from Main Street and Roselle Road to Main Street and Spring Avenue and from Main Street and Spring Avenue to the Roselle Metra Station. The scope of improvements involves installation of a bike route using pavement markings from Roselle Road and Main Street to the construction of a multi-use path, construction of a new multi-use path from Main Street and Spring Avenue to the Roselle Metra Station, and a new pedestrian bridge over Irving Park Road (IL 19) directly south of the existing Metra railroad bridge. Ancillary Streetscape improvements are also included in this Project.

Task 1 – Data Collection and Review:

CBBEL will attend a Phase I Kick-Off Meeting with IDOT to review scope, schedule and processing. CBBEL will prepare meeting minutes. CBBEL will collect and review data to be utilized for the preparation of a federally funded Phase I Project Development Report (PDR). This data will include the following:

- Existing Utility Information from the Village of Roselle

- Adjacent subdivision plats, County tax maps, and any other available information to identify existing right-of-way and existing property lines
- Coordination with IDOT to confirm existing right-of-way along Irving Park Road (IL 19)
- Aerial Photographs
- USGS topographic maps
- Field Reconnaissance
- Retrieve microfilm roadway and drainage plans from IDOT for IL 19

Task 2 – Topographical Survey:

CBBEL will perform topographic survey of the proposed Multi-use Path area (from Roselle Station pedestrian crossing to Main/Spring St., 1,400'LF±). The following scope of work items will be included in this task:

- Irving Park Rd. Intersection Topographic Survey of path/roadway crossing, ROW to ROW (with 20' overlap and along roadway 50' left/right of proposed path centerline). Bridge crossing details are not included in this scope of work (adjacent ground level abutment/wingwall location will be performed).
 - Topographic Survey of CN Rail Road S'ly Parkway (from S'ly Ballast edge to 50' south of Ballast edge, 1,400'LF±). Train Rail location is not included in this scope of work.
1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. GPS Observed control points will be establish to be utilized as site primary control. Horizontal Datum will correlate with established NGS control monuments (NAD '83, Illinois East Zone 1201).
 2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).
 3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
 4. Office calculations and plotting field and record data.
 5. CBBEL will field-locate all aboveground utility infrastructure, within full Topographic Survey Area limits, such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations. In addition, CBBEL will apply public/private utility atlas information as provided by others.
 6. Contours will be developed in office from observed field data and drafted at one-foot contour intervals.

7. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 3 – JULIE Utility Coordination:

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc.. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task 4 – Environmental Coordination and Analysis:

This work task includes completion of all required environmental field review, analysis and coordination to complete Phase I Engineering in accordance with IDOT and FHWA requirements. The follow items are included in this task:

- ESR Submittal to IDOT: CBBEL will prepare and submit an Environmental Survey Request (ESR) to IDOT for processing of special waste, biological resource review, and cultural resource review in accordance with IDOT procedures.
- Preliminary Environmental Site Assessment: A Preliminary Environmental Site Assessment (PESA) will be performed to identify potential Recognized Environmental Concerns (RECs) within and immediately adjacent to the project site for non-state right-of-way. PESA services include a cursory field investigation in which all parcels within and immediately adjacent to the project site are visited to look for evidence of RECs such as underground and above-ground storage tanks, leaking underground storage tanks, the historic presence of hazardous waste handling and/or storage sites, historic hazardous waste spills, potential contaminated soils, pavement staining, malfunctioning transformers, solid waste or other adverse site conditions such as noxious odors or tenants likely to be using or handling hazardous substances. A database search is completed for known tenants and addresses to identify any known presence or release of toxic or hazardous substances into the environment within the project site as reported to federal and state regulatory agencies. A review of past aerial photography and topographic maps is also performed to identify changes in historic land uses or past tenants that may have used or released toxic or hazardous substances. A report is compiled to present the results of the PESA investigation for approval by federal and state regulatory agencies as applicable. IDOT will prepare the PESA for IL 19 (state) right-of-way through the Environment Survey Request process.
- Bat Habitat Assessment: The habitat assessment will be completed within a one site visit to determine if a specific tree on the property may provide suitable roosting or maternity habitat for NLEBs. CBBEL will follow the latest U.S. Fish and Wildlife Service (USFWS) Indiana bat habitat assessment protocol (which includes NLEB protocols) and any refined Illinois Department of Natural Resources (IDNR) protocols. The results of the assessment do not affirm that this species of bat is present or

absent from the property. CBBEL will prepare a memo summarizing the results of the assessment with exhibits and data forms.

- Wetlands Evaluation: Field review to determine if wetlands are present within the limits of the Project. Based on a review of the project area, it is not anticipated that wetlands are present within the project limits, however this must be documented by field review and letterform documentation for submittal to IDOT. On this basis, preparation of a Wetland Impact Evaluation (WIE) form is not anticipated to be required for this project.
- Tree Tabulation and Evaluation: All trees greater than or equal to 3-inches diameter at breast height (dbh) within the project limits will be identified with the topographic survey. CBBEL will perform a field visit to evaluate any (if any) impacted trees with respect to species, condition, and form. The tree inventory summary table will be included in the Phase I Project Development Report.
- PESA Response: The proposed pedestrian bridge abutments may result in excavation within State ROW (IL 19). This excavation triggers State special waste procedures including a State PESA. CBBEL will prepare the PESA Response form with the required excavation impacts exhibits and complete the required coordination with IDOT in order to clear this work through IDOT's special waste process.

Task 5 – Preliminary Proposed Improvement Plans:

CBBEL will prepare a set of bike path plans, profile and cross-sections or typical sections as will be required for review and approval by IDOT. The plan and profile sheets will be prepared at 1"=20' scale. Cross sections and/or typical sections will be prepared at the required stations and controlling features, such as across Irving Park Road (IL 19). This task will include development of a preliminary cost estimate that will be included in the Phase I Project Development Report.

This project will require review and approval from IDOT Bureau of Traffic. This task includes preparation of sight distance study, as well as assessment of the traffic volumes and crash history along IL 19 at the Maple Ave intersection.

Task 6 – Type, Size and Location Plans:

The proposed pedestrian bridge and retaining walls will require separate Type, Size and Location drawings for review and approval from IDOT Central Office Bureau of Bridges and Structures. This proposal assumes that a Bridge Condition Report will not be required by IDOT. CBBEL will prepare Type, Size and Location (TSL) drawings for the proposed MUP pedestrian bridge over Irving Park Road (IL 19) and the adjacent ramp retaining walls. It is anticipated that the pedestrian bridge will consist of a single span perforated steel truss structure with a span of approximately 130-feet. The adjacent retaining walls will be approximately 150-feet long and 15-feet tall on both ends of the structure. CBBEL will work with the project geotechnical engineer to determine the most appropriate abutment and retaining wall types. The TSLs will include a general plan and elevation, typical section and other required general information. The current AASHTO LRFD Bridge Design Specifications and the LRFD Guide Specifications for the Design of Pedestrian Bridges will be followed during this preliminary design. CBBEL will also coordinate with a truss manufacturer to estimate bridge loads and develop approximate costs for the structure.

Task 7 – Preliminary Drainage Plans:

CBBEL will prepare a Local Drainage Study Technical Memorandum (LDTM) for the Village as part of Phase I Engineering, which includes an Existing Drainage Plan (EDP), a Proposed Drainage Plan (PDP), and a summary of all applicable permitting requirements for the project. An outfall evaluation will be performed on all existing drainage outfalls to determine sensitivity and suitability for continued use. A key part of the PDP development will be to address any known drainage issues/concerns and design for ease of maintenance and constructability. While opportunities are limited in the urban environment, implementing stormwater Best Management Practices will be considered a priority in developing the proposed drainage design. The need for stormwater detention volume will be determined based on IDOT and DuPage County Stormwater Ordinance methods. If required, various detention alternatives will be evaluated.

Task 8 – Geotechnical Analysis:

It is assumed that structure borings will be required at two (2) locations for the proposed bridge and four (4) locations for the retaining walls with an exposed height greater than 7-feet. A total of six (6) boring locations is anticipated. CBBEL will utilize Midland Standard Engineering & Testing, Inc. (MSET) to obtain the structural borings. The MSET proposal is included in the cost proposal as an outside service by others. Specific work tasks will include:

- Boring Program (staking, utility clearance, drilling and sampling)
- Laboratory Testing (Textural System Classifying, Penetrometer Reading, Atterberg Limit Determination, Organic Content Analysis, Sieve Analysis)
- Engineering Report (Geotech Report, Boring Logs)

Task 9 – Project Coordination and Public Involvement:

Overall project coordination and stakeholder involvement will be an essential component of the Phase I Study process, to ensure that all existing deficiencies and stakeholder concerns are identified and being addressed as part of the proposed improvements, to the extent practical and feasible. These objectives will be accomplished through outreach activities that will occur in advance of key project development milestones, and are anticipated to be accomplished as follows:

Stakeholder and Agency Coordination (Village, IDOT/FHWA, and Metra).

IDOT and FHWA Coordination: IDOT and FHWA will have review and approval responsibility of the Phase I Study, and therefore periodic coordination with IDOT and FHWA throughout the project development process will be important. Initial coordination will occur to ensure concurrence with the overall project scope, the project limits, and the environmental processing (Categorical Exclusion Group determination). For the purposes of estimating the level of effort required with respect to IDOT and FHWA project coordination, it is assumed that attendance at two (2) IDOT and/or FHWA coordination meetings will be required throughout the overall Phase I Study project development process.

Public Informational Meeting: A Public Information Meeting (PIM) will be held near completion of the Phase I Study to present the proposed improvement plan for public review and comment. An open house format will be utilized with various stations to present the pertinent materials. A comment station will be available.

Specific work tasks for both the initial and final PIM include the following:

- Compile Mailing List (including Stakeholders and all adjacent property owners).
- Preparation of PIM Brochures/Handouts.
- Preparation of PIM Display Exhibits (Aerial Displays with Alternatives, Cross Sections, Traffic Data, Crash Data, Environmental Data, and other displays as appropriate).
- Secure location for each PIM.
- Preparation of PIM Newspaper Display Ads and Press Releases.
- Attendance at PIM.
- Prepare PIM summaries including copies of all notices, presentation material, attendance lists, comments, and responses.
- It is assumed that an independent project website will not be developed for this project. However, as requested, project summaries, briefs, or fact sheets will be prepared for posting on the Village webpage.

Metra Coordination: CBBEL will prepare exhibits for the Village to facilitate an IGA with Metra in order to perform construction activities on Metra Property.

Task 10 – Traffic Maintenance Analysis:

CBBEL will prepare a Traffic Maintenance Analysis (TMA) for construction of the preferred alternative, including applicable roadway and railroad considerations. The principal objective of the TMA as part of the Phase I Study is to determine a reasonable and feasible construction staging plan, and to ensure the existing and/or proposed right-of-way will accommodate the recommended construction staging. This task will be summarized in a TMA report for this project that is anticipated to be included in the Phase I Project Development Report as an appendix. Maintenance of Traffic plan will be presented at the IDOT Detour Committee Meeting for approval. Specific work tasks will include:

- Determine stage construction methodology
- Determine traffic maintenance requirements
- Determine temporary construction right-of-way needs
- Prepare TMA report with exhibits
- IDOT Detour Committee meeting presentation

Task 11 – Project Development Report:

This task includes development of the Project Development Report (PDR) for an assumed State CE in accordance with IDOT-BLR Form 22211 and coordinated with the Village and IDOT for review/approval. This task includes development of the preliminary PDR for Village and IDOT review, the final PDR after the PIM (and addressing any IDOT and/or Village comments), and all supporting exhibits. This task will involve integration of project data, project related text, maps, alignments, and engineering studies.

The Phase I Report will include the following:

- Location Map
- Description of Project: Termini/Connections/Length
- BLR 5253 Approval of Design Variance form (Design Exceptions) and description of applicable design criteria
- Typical Sections

- Preparation of bike path Plan and Profile sheets at 1"=20' scale. Cross sections will be prepared at even stations and other grade controlling features if required.
- Detailed Cost Estimate
- Documentation of Environmental Coordination, Clearances, and any Permit Requirements
- Documentation of Stakeholder Coordination/Correspondence
- Initial Utility Coordination documentation

Task 12 – Project Management:

This task includes overall project administration and management, as well as Quality Assurance (QA) reviews associated with major project deliverables, over the duration of the Phase I project development process, which is anticipated to be 12 months.

Project administration includes managing the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

QA reviews will occur in advance of major project deliverables in accordance with CBBEL's established QA procedures.

Specific work tasks will include:

- General project management including staff resource allocation and task/schedule oversight.
- Prepare monthly progress reports and budget evaluation.
- QA reviews.

This proposal does not include any services associated with land acquisition. Work on Metra property is anticipated to be coordinated through and IGA between the Village and Metra. The Village will coordinate with Metra to obtain an IGA.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Data Collection and Review	\$ 4,935
Task 2	Topographical Survey	\$ 14,020
Task 3	JULIE Utility Coordination	\$ 1,780
Task 4	Environmental Coordination & Analysis	\$ 26,555
Task 5	Preliminary Proposed Improvement Plans	\$ 19,730
Task 6	Type, Size and Location Plans	\$ 41,270
Task 7	Preliminary Drainage Plans	\$ 30,780
Task 8	Geotechnical Analysis	\$ 12,605
Task 9	Project Coordination & Public Involvement	\$ 16,730
Task 10	Traffic Maintenance Analysis	\$ 8,310
Task 11	Project Development Report	\$ 14,720
Task 12	Project Management	\$ 4,850
	Direct Costs	\$ 2,050
	TOTAL:	\$ 198,335

We will bill you at the hourly rates specified on the attached Schedule of Charges. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

A handwritten signature in green ink, consisting of several loops and a long horizontal stroke extending to the right.

Michael E. Kerr, PE
President

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	Charges* (\$/Hr)
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit