


Municipality	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Name Christopher B. Burke Engineering
Township			Address 9575 West Higgins Rd., Suite 600
County Lake County – Division of Transportation			City Rosemont
Section 01-00033-10-ES			State Illinois
<b>Preliminary Engineering Services Agreement For Non-Motor Fuel Tax Funds</b>			

THIS AGREEMENT is made and entered into this 16th day of June, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Non-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 Wadsworth Road

Route C.H. 17 Length 0.66 Mi. 3500.00 FT (Structure No. N/A )

Termini East side of the Des Plaines River Bridge to just east of Cashmore Road.

**Description:**

Phase II Engineering Services for the reconstruction of Wadsworth Road between the Des Plaines River and Cashmore Road.

#### 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, **Lake County Stormwater Management Commission 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 **one (1) copy of each document in both hardcopy and electronic format**. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at the ENGINEER's actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in **duplicate** 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.
  - 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.
  - l.  **Services as included and/or defined in the attached Scope of Services.**
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 LA 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 the ENGINEER will perform such work without expense to the LA, even though final payment has been received by the ENGINEER. The ENGINEER 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 the ENGINEER and will show the ENGINEER's professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT according to the following method 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.

2. To pay for all services rendered in accordance with this AGREEMENT at the 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 the ENGINEER's actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided in section 1 of the ENGINEER AGREES. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus an additional service charge of up to five (5) percent.

"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.

**The Total Not-to-Exceed Contract Amount shall be \$223,377.61**

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 section 1 of 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 sections 1 and 3 of the ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER for the ENGINEER's actual costs plus 142 percent incurred up to the time the ENGINEER 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 142 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 the ENGINEER's responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's 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 the ENGINEER 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 the ENGINEER's 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.

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

Executed by the LA:

County of Lake of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_  
Lake County Clerk

County Board

(Seal)

By \_\_\_\_\_  
Title Chairman of the County Board

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Martin G. Buehler, P.E.  
Director of Transportation/County Engineer  
Lake County

Executed by the ENGINEER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Engineering Firm

9575 WEST HIGGINS ROAD, SUITE 600

Street Address

ROSEMONT, IL 60018

City, State

ATTEST:

By

By

Title SENIOR PROJECT MANAGER

Title EXEC. V.P.

Note: Three (3) Original Executed Contracts -- (2) LCDOT; (1) Consultant

## SCOPE OF SERVICES

Wadsworth Road from the Des Plaines River to Cashmore Road

May 20, 2009

### PHASE II – DESIGN ENGINEERING SERVICES

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering Services for the improvement of Wadsworth Road from the Des Plaines River to Cashmore Road. This Phase II project is within the previous study limits of a Phase I project that CBBEL worked on for LCDOT. As outlined in the email from LCDOT (Ms. Helena Sullivan) dated April 24, 2009, the proposed improvements will reconstruct Wadsworth Road from the DesPlaines River canoe launch, through the railroad tracks and ending at Cashmore Road. The new roadway will have a 3-lane section from the DesPlaines River to the eastern entrance to St. Patrick's church, and the remainder of the roadway will have one lane each direction, with a bypass lane on the north side of the westbound lane at Cashmore Road. CBBEL assumes a one-way detour will be utilized maintaining only one-way traffic through the work zone. This will minimize impacts such as tree removals associated with temporary pavement widening during construction. The length of the improvement is approximately 0.66 miles long. CBBEL understands that LCDOT expects this project to be a locally funded, Matching Tax project let in early 2011. CBBEL will focus the design to stay within the existing right-of-way but minor corner clip will likely be required at some radius returns. Coordination with Interstate Commerce Commission (ICC) and the Canadian Pacific Railroad (CPRR) for widening of the railroad crossing will also be critical to the project timeline. CBBEL will provide services for all permitting required for these improvements. A detailed scope of services is provided below.

#### Task 1 – Data Collection and Review

CBBEL will collect and review data to be utilized for the preparation of contract documents. This data will include the following:

- Geotechnical data from the previous Phase I study will be reviewed and utilized for this project.
- Survey Data
  - Adjacent subdivision plats, Lake County tax maps, and any other available information to identify existing right-of-way.
  - Plats of highway for Wadsworth Road have been provided by LCDOT with the previous Phase I study.
- Wetland information including ADID wetland maps, National Wetland Inventory maps, Lake County soils maps, and any other information.
- Other state, county and village information including utility atlases, land use plans, ordinances, etc.

#### Task 2 – Survey

CBBEL has existing topographic survey from the previous Phase 1 study that was conducted by McClure Engineering in 2002. CBBEL will retain McClure Engineering Associates, Inc. to verify the existing topographic survey and supplement it with additional pick-up topographic survey for

anything that has changed within or near the right-of-way. All culverts and drainage structures will be re-verified. The trees within the ROW will be verified and re-sized. The wetland delineation completed in Task 3 will also be surveyed. All new survey will be incorporated into the existing topographic CADD file and used for the proposed design.

### Task 3 – Wetland Assessment

CBBEL previously delineated wetlands within the project area in 2002. As this information is dated, CBBEL will perform a new wetland assessment along the project corridor and delineate any wetlands. Based on the previous work conducted, it is expected that wetlands are near the existing right-of way on the east side of the Des Plains River. The wetland delineation will be used to ensure the proposed design does not impact any wetlands eliminating the need for a wetland permit.

The following specific services are proposed for the wetland assessment to comply with Section 404 of the Clean Water Act, IDNR requirements and LCSMC requirements.

- Field Reconnaissance: CBBEL will complete a field investigation of the study area to determine the previous limits of wetlands. Also during the site visit, wildlife and plant community qualities will be assessed to the extent practicable. The limits of any wetland communities will be field staked so that they can be located in relation to the project coordinate system as outlined in Task 2.
- Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and study area boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Interim Regional Supplement Data Forms. The surveyed wetland delineation will be used as our base wetland boundary map.
- Boundary Confirmation and Jurisdictional Determination: If necessary, we will coordinate a visit by the USACE and/or Lake County Stormwater Management Commission (LCSMC) to confirm the delineated wetland boundaries and request a Jurisdictional Determination. Please note that this cost does not cover LCSMC review fees
- Threatened and Endangered Species Consultation: If necessary, CBBEL will submit requests to initiate threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR) and the U.S. Fish and Wildlife Service (USFWS). Please note that this task does not include consultation, if required by the agencies. Those services would be provided under a separate contract.

### Task 4 – Railroad Coordination

Coordination will be required with the ICC and the CPRR for widening of the proposed crossing. CBBEL will initiate contact and collect all available pertinent information to determine what will be required at this crossing for the proposed improvements. CBBEL understands that crossing itself will be designed and constructed by CPRR. The ICC prefers a barrier median for 100' preceding a crossing. As the barrier median would affect access on the east side of the crossing, consideration might be given reducing this preferred barrier median based on coordination with local businesses in Task 6.

#### Task 5 – Updated Tree Inventory

In 2002, Christopher B. Burke Engineering, Ltd. (CBBEL) completed a tree inventory of all trees 4" diameter at breast height (DBH) and greater at the subject site. CBBEL staff identified approximately 350 trees. We understand that an updated tree inventory listing is necessary to incorporate any additional trees that were below the 4" DBH threshold in 2002 as well as provide necessary adjustments to the inventory list for living trees which have grown larger and due to the death of previously identified trees. We expect that the trees previously inventoried will still have the tree tags that were nailed to the trunks in 2002. However, we expect that the previously inventoried trees will have grown in size and a number of smaller trees not previously included will now be large enough to meet the 4" DBH threshold thus requiring inclusion into the updated inventory. Therefore, CBBEL staff will revisit each of the previously tagged and inventoried trees, update the recorded DBH and reassess the health, condition and form of the identified trees. At this time, any smaller trees not previously inventoried in 2002 which now meet the 4" DBH threshold will be tagged and included in the updated inventory.

During the updated inventory, each tree will be evaluated and assigned a number rating from 1-5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals.

The above scope is based on the understanding that the vast majority of the tags previously nailed to the trees will still be present. If for some reason, the tags are no longer on the trees, retagging will be completed.

#### Task 6 – Public Involvement

It is anticipated that access, parking, and tree impacts will be of significant concern to impacted individuals and groups. CBBEL anticipates 5 meetings with individuals and 5 meetings with groups including the Village of Wadsworth during this project to address concerns of the project stakeholders. CBBEL will develop exhibits as needed for the meetings. CBBEL understands that there are private well and septic lines crossing Wadsworth Road within the project area that will need to be located. This coordination will be included in this task.

#### Task 7 – Village Cost Break-Out

If the Village requests on-street parking, sidewalks, bikepaths or other appurtenances or items to be included in the Plans through the Public Involvement in Task 6, CBBEL will provide break-out of the items with a cost estimate for use in preparation of an Intergovernmental Agreement.

#### Task 8 – Alternate Geometric Studies

CBBEL will develop two alternates of the preliminary geometry including cross sections and right-of-way analysis. The first alternative will implement the County standard design to the extent possible, including a 12' median lane width and 14' through lane widths. A second alternative will be developed to minimize impacts based on input from the project stakeholders in Task 5, and is anticipated to have minimum 11' lane widths. The preliminary geometric plans will be fully developed with enough detail both horizontally and vertically to determine adherence to design criteria for the project. Working cross sections will be developed with enough detail to determine critical clearances from major utilities and adequacy of existing right-of-way. These alternatives will be submitted for review and acceptance by LCDOT prior to

beginning Preliminary Plans, Specifications and Cost Estimate.

Task 9 – Preliminary Plans, Specifications and Cost Estimate (75%)

Based on the approved Preliminary Geometric Plans in Task 8, CBBEL will prepare preliminary plans, specifications and an estimate of construction cost. Contract documents will be in accordance with Lake County standards and will be in English units.

In addition to the project specifications, the following drawings will be provided for preliminary review:

- 1            Cover Sheet
  - County Format
  - List of applicable State Highway Standards
  - Project Location Map
  
- 2            General Notes
  - Include Major Notes Needed to Clarify Project's Intent
  - Index of Sheets
  - Commitments
  
- 3            Summary of Quantities
  
- 4-5         Typical Sections
  - Complete and Comprehensive
  - Including existing and proposed utilities
  - Covers Main Line and Cross Roads
  - Extend from ROW to ROW Line
  
- 6-10       Schedules of Quantities (Submitted during Pre-Final)
  - Schedules for all appropriate major Pay Items will be Included
  
- 11-12      Alignment, Ties and Benchmarks
  - Provides Centerline Alignment, Horizontal and Vertical Control for the Project
  - Provides Ties for the centerline alignment and control points.
  
- 13-18      Roadway Plan and Profile Sheets (1"=20' horizontal, 1"=5' vertical)
  - Existing and Proposed Plan View Top, Profile View Bottom
  - Horizontal and Vertical Alignments
  - Existing Edges of Pavement, Medians, C&G, Shoulders, Driveways, Lighting, Signing, Signals, Guardrails, Structures, Etc.
  - All Existing Storm Sewers, Cross Road Culverts, Manholes, Catchbasins, Inlets, Headwalls, Ditches, Pump Stations, Etc.
  - All Known Utilities Plotted as Accurately as Possible Including Horizontal and Vertical Locations
  - Identification, Sizes and Appurtenances on Existing Topography, Proposed Geometry, Existing Drainage, Proposed Drainage
  - Edges of Pavement, C&G, Medians, Driveways, Sidewalks, Retaining Walls, Structure Locations, and Identifications, etc.



- 19-26 Maintenance of Traffic (1"=50' plan sheets)
  - Will Show the Traffic Control and Staging of the Work that Minimizes the Disturbance to Existing Traffic Patterns
  - Cross-Sections at Critical Area Will Be Provided to Determine Limits of Construction and Staging Constructability
- 27-29 Erosion and Sediment Control Plans and Details (1"=50' plan sheets)
  - Will Show Erosion and Sediment Control for All Construction Stages
- 30-35 Utility Plan and Profiles (1"=20' horizontal, 1" = 5' vertical)
  - Main Drain (Horizontal, Vertical and Size), Manholes, Catch Basins, Inlets, etc. (Station/Offsets), Cross Culverts (Station/Offsets, Inverts and Waterway Information Tables), Sub-Drainage, etc.).
- 36-38 Pavement Marking, Signing and Landscaping Plans (1"=50' plan sheets)
- 39-42 Construction Details
- 43-66 Cross-Sections
  - Minimum 50' Intervals
  - Plotted at 1"=5' Horizontal and 1"=5' Vertical
  - Sufficient in Number to Approximate Cuts and Fills
  - Sufficient in Number to Verify ROW Needs
  - Sufficient in Number to Delineate Drainage Patterns.
  - Through Driveway to Verify Easement Need and Constructability (Satisfactory Grades)
  - All Known Utilities Plotted and Proposed Ditching Sufficiently Complete to Allow Identification of Utility Conflicts
- 67-76 IDOT Highway Standards
  - 4 per Sheet

An estimate of construction cost will be submitted for review along with the preliminary plans and specifications. We have assumed no structural plans will be required for this project (bridges, culverts, retaining walls, etc.).

#### Task 10 – LCSMC Stormwater Calculations and Permit

A permit will be required from the Lake County Stormwater Management Commission (LCSMC). CBEL will complete the stormwater management calculations associated with the existing and proposed conditions Base Flood Elevation (BFE) determinations, detention storage, compensatory storage, storm sewer systems, wetland hydrology, and culvert sizing. CBEL will schedule pre-application meetings with the LCSMC prior to permit application submittals.

#### Task 11 – NOI/SWPPP Preparation and Submittal

On February 20, 2009 the Illinois Environmental Protection Agency (IEPA) re-issued the National Pollutant Discharge Elimination System (NPDES) ILR40 General Permit. The new permit requirements take effect April 1, 2009. In accordance with that permit, CBBEL will prepare a SWPPP for the project and a Notice of Intent (NOI) for County signature. CBBEL will then submit electronic copies of the SWPPP and NOI to the IEPA on CD according to new procedures. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. An up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

#### Task 12 – Utility Coordination

CBBEL will send preliminary plans to all utility companies that own facilities within the project limits. Once the utilities have verified the location of their facilities, CBBEL will identify potential conflicts, and will set up meetings to discuss necessary utility relocations or plan adjustments. The scheduling of the necessary utility relocation work will also be reviewed in the coordination meetings. We anticipate two joint utility meetings with utility companies will be required. CBBEL will provide utility companies with the electronic CADD files for their use if requested. CBBEL will also review any active utility permits within the project area.

CBBEL will develop and maintain a Master Utility Plan to show all known utilities and proposed relocations. CBBEL will review utility permit submissions and draft the proposed relocations on the Master Utility Plan which will be used by each utility company to accompany the permit submittal to the County for relocations.

Proposed utility relocations determined through coordination will be shown in plan view, profile view, and on cross sections in the Plan set. If the Master Utility Plan is not complete before construction drawings are submitted for letting, updated plans will be issued for construction so the Contractor has the most accurate information.

#### Task 13 – Pre-Final Plans, Specifications, and Cost Estimate (90%)

Based on comments provided by LCDOT and the permitting agencies, and coordination with utility companies, CBBEL will submit pre-final construction documents for review. CBBEL will write a separate disposition of comments to address each reviewing agency's preliminary comments.

#### Task 14 – Final Plans Specifications and Cost Estimate (100%)

CBBEL will finalize the contract documents based on the pre-final review. The requested number of copies of plans and specifications will be submitted to LCDOT. A final estimate of construction cost and estimate of required working days will also be submitted. Electronic copies of the Plans and Specifications will be provided to the County in Portable Document Format (PDF) and Microstation (DGN) format.

#### Task 15 – Individual Plats and Legals

We estimate there will be 10 parcels requiring right-of-way dedication for this project. CBBEL will retain McClure Engineering Associates, Inc. to prepare individual plats of dedication for these parcels. McClure Engineering Associates, Inc. will obtain existing property information

including tract searches for legal descriptions and existing relevant easement for properties affected by right-of-way taken. They will also prepare individual Plats of Dedication, write legal descriptions, and set corners for the right-of-way to be taken.

If desired by the County, CBBEL will prepare a proposal to answer field questions, resolve conflicts, etc. during construction. CBBEL will review shop drawings and respond to contractor RFI's as requested by LCDOT's Resident Engineer. It is also anticipated that site visits will be required to attend contractor field meetings. If necessary, CBBEL will make revisions to the bid plans if unknown conflicts are discovered.

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**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE 05/20/09  
PTB NO. \_\_\_\_\_

CONTRACT TERM \_\_\_\_\_ MONTHS  
START DATE 06/01/09  
RAISE DATE 01/01/10

OVERHEAD RATE 141.99%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2009 - 01/01/10	
7	18

1/2/2010 - 12/1/2010	
11	18




= 38.89%  
# 1.0183

62.94%

The total escalation for this project would be:

1.83%

# PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PTB NO.

Christopher B. Burke Engineering, Lt

DATE 05/20/09

ESCALATION FACTOR

1.83%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Engineer VI	\$69.64	\$70.00
Engineer V	\$58.44	\$59.51
Engineer IV	\$48.82	\$49.72
Engineer III	\$37.33	\$38.01
Engineer I/II	\$29.63	\$30.17
Env. Res. Spec. V	\$58.50	\$59.57
Env. Res. Spec. IV	\$45.25	\$46.08
Env. Res. Spec. III	\$38.77	\$39.48
Env. Res. Spec. II	\$30.67	\$31.23
Env. Res. Technician	\$31.75	\$32.33
Landscape Architect	\$45.00	\$45.83
Survey V	\$68.50	\$69.76
Survey IV	\$49.25	\$50.15
Survey III	\$47.00	\$47.86
Survey II	\$32.14	\$32.73
Survey I	\$26.90	\$27.39
Cad Manager	\$48.00	\$48.88
Asst. Cad Manager	\$43.25	\$44.04
Cad II	\$40.48	\$41.22
Cad I	\$25.85	\$26.32
Engineering Tech V	\$60.00	\$61.10
Engineering Tech IV	\$46.17	\$47.02
Engineering Tech III	\$41.31	\$42.07
Engineering Tech I/II	\$22.83	\$23.25
GIS Specialist III	\$37.00	\$37.68
GIS Specialist I/II	\$18.50	\$18.84
Administrative	\$27.48	\$27.98

**Cost Estimate of  
Consultant Services  
(CPFF)**

Client Lake County Division of Transportation Date 05/20/09  
 Firm Christopher B. Burke Engineering, Ltd.  
 Route Peterson Road  
 Section 07-00098-17-WR Overhead Rate 141.99%  
 County Lake  
 Job No. \_\_\_\_\_ Complexity Factor 0  
 PTB & Item \_\_\_\_\_

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Task 1 - Data Collection and Review	28	\$1,439.43	\$2,043.85		\$505.08	\$288.00		\$4,276.36	1.75%
Task 2 - Survey	8	\$517.07	\$734.19		\$181.43		\$4,500.00	\$5,932.69	2.43%
Task 3 - Wetland Assessment	38	\$1,577.26	\$2,239.55		\$553.44	\$343.20		\$4,713.44	1.93%
Task 4 - Railroad Coordination	32	\$1,330.55	\$1,889.25		\$466.87	\$16.20		\$3,702.88	1.52%
Task 5 - Update Tree Inventory	36	\$1,395.32	\$1,981.22		\$489.60			\$3,866.13	1.59%
Task 6 - Public Involvement	100	\$4,190.85	\$5,950.59		\$1,470.51	\$184.50		\$11,796.44	4.84%
Task 7 - Village Cost Break-Out	32	\$1,200.25	\$1,704.23		\$421.15			\$3,325.63	1.36%
Task 8 - Alternate Geometric Studies	108	\$4,392.93	\$6,237.52		\$1,541.41	\$48.60		\$12,220.46	5.01%
Task 9 - Preliminary Plans, Specifications and Cost Estimate (75%)	936	\$37,439.47	\$53,160.31		\$13,136.97	\$253.84		\$103,990.59	42.66%
Task 10 - LCSWC Stormwater Calculations and Permit	261	\$10,094.01	\$14,332.48		\$3,541.84	\$431.52		\$28,399.84	11.65%
Task 11 - NOI/SWPPP Preparation and Submittal	27	\$1,085.78	\$1,541.70		\$380.98	\$57.00		\$3,065.46	1.25%
Task 12 - Utility Coordination	48	\$1,970.76	\$2,798.28		\$691.51	\$2,310.72		\$7,771.27	3.19%
Task 13 - Pre-Final Plans, Specifications, and Cost Estimate (90%)	192	\$7,654.81	\$10,889.07		\$2,685.96	\$253.84		\$21,463.68	8.80%
Task 14 - Final Plans Specifications and Cost Estimate (100%)	148	\$5,864.56	\$8,327.09		\$2,057.79	\$1,026.04		\$17,275.48	7.09%
Task 15 - Individual Plats and Legals	16	\$717.48	\$1,018.75		\$251.75		\$10,000.00	\$11,987.97	4.92%
<b>TOTALS</b>	<b>2010</b>	<b>\$80,870.52</b>	<b>\$114,828.06</b>	<b>\$0.00</b>	<b>\$28,376.29</b>	<b>\$5,213.46</b>	<b>\$14,500.00</b>	<b>\$243,788.34</b>	<b>100.00%</b>

Client Lake County Division of Transportation

### Average Hourly Project Rates

Route Peterson Road  
 Section  
 County Lake  
 Job No.  
 PTB/Item

Consultant Christopher B. Burke Engineering, Ltd.

Date 05/20/09

Sheet 1 OF 3

Payroll Classification	Avg Hourly Rates	Total Project Rates			Task 1 - Data Collection and Review			Task 2 - Survey			Task 3 - Wetland Assessment			Task 4 - Railroad Coordination			Task 5 - Update Tree Inventory		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0																	
Engineer VI	70.00	0																	
Engineer V	59.51	239	11.89%	7.08	8	28.57%	17.00	4	50.00%	29.76									
Engineer IV	49.72	40	1.99%	0.99															
Engineer III	38.01	92	4.58%	1.74															
Engineer I/II	30.17	754	37.51%	11.32															
Env. Res. Spec. V	59.57	0																	
Env. Res. Spec. IV	46.08	39	1.94%	0.89															
Env. Res. Spec. III	39.48	42	2.09%	0.82															
Env. Res. Spec. II	31.23	8	0.40%	0.12															
Env. Res. Technician	32.33	4	0.20%	0.06															
Landscape Architect	45.83	0																	
Survey V	69.76	8	0.40%	0.28	4	14.29%	9.97	4	50.00%	34.88									
Survey IV	50.15	0																	
Survey III	47.86	8	0.40%	0.19	8	28.57%	13.67												
Survey II	32.73	0																	
Survey I	27.39	0																	
Cad Manager	48.88	134	6.67%	3.26															
Asst. Cad Manager	44.04	324	16.12%	7.10															
Cad II	41.22	290	14.43%	5.95															
Cad I	26.32	0																	
Engineering Tech V	61.10	0																	
Engineering Tech IV	47.02	0																	
Engineering Tech III	42.07	0																	
Engineering Tech I/II	23.26	0																	
GIS Specialist III	37.68	8	0.40%	0.15	8	28.57%	10.77												
GIS Specialist I/II	18.84	0																	
Administrative	27.98	20	1.00%	0.28															
		0																	
		0																	
		0																	
<b>TOTALS</b>		2010	100%	\$40.23	28	100%	\$51.41	8	100%	\$64.63	38	100%	\$41.51	32	100%	\$41.58	36	100%	\$38.76

Client Lake County Division of Transportation

Average Hourly Project Rates

Route Peterson Road  
 Section  
 County Lake  
 Job No.  
 PTB/Item

Consultant Christopher B. Burke Engineering, Ltd.

Date 05/20/09

Sheet 2 OF 3

Payroll Classification	Avg Hourly Rates	Task 6 - Public Involvement			Task 7 - Village Cost Break-Out			Task 8 - Alternate Geometric Studies			Task 9 - Preliminary Plans, Specifications and Cost Estimate (75%)			Task 10 - LCSMC Stormwater Calculations and Permit			Task 11 - NOI/SWPPP Preparation and Submittal		
		Hours	%	Wgtd Avg	Hours	%	Wgtd Avg	Hours	%	Wgtd Avg	Hours	%	Wgtd Avg	Hours	%	Wgtd Avg	Hours	%	Wgtd Avg
Principal	70.00																		
Engineer VI	70.00																		
Engineer V	59.51	40	40.00%	23.80	8	25.00%	14.88	16	14.81%	8.82	96	10.26%	6.10	13	4.98%	2.96			
Engineer IV	49.72													40	15.33%	7.62			
Engineer III	38.01													92	35.25%	13.40			
Engineer III	30.17	60	60.00%	18.10	24	75.00%	22.63	40	37.04%	11.18	376	40.17%	12.12	78	29.89%	9.02			
Env. Res. Spec. V	59.57																		
Env. Res. Spec. IV	46.08																		
Env. Res. Spec. III	39.48																		
Env. Res. Spec. II	31.23																		
Env. Res. Technician	32.33																		
Landscape Architect	45.83																		
Survey V	68.76																		
Survey IV	50.15																		
Survey III	47.86																		
Survey II	32.73																		
Survey I	27.39																		
Cad Manager	48.88																		
Asst. Cad Manager	44.04																		
Cad II	41.22																		
Cad I	26.32																		
Engineering Tech V	61.10																		
Engineering Tech IV	47.02																		
Engineering Tech III	42.07																		
Engineering Tech I/II	23.25																		
GIS Specialist III	37.68																		
GIS Specialist I/II	18.84																		
Administrative	27.98																		
TOTALS		100	100%	\$41.91	32	100%	\$37.51	108	100%	\$40.68	936	100%	\$40.00	261	100%	\$38.67	27	100%	\$40.21



Client Lake County Division of Transportation

## Average Hourly Project Rates

Route Peterson Road

Section \_\_\_\_\_

County Lake

Job No. \_\_\_\_\_

PTB/Item \_\_\_\_\_

Consultant Christopher B. Burke Engineering, Ltd.

Date 05/20/09

Sheet 3 OF 3

Payroll Classification	Avg Hourly Rates	Task 12 - Utility Coordination			Task 13 - Pre-Final Plans, Specifications, and Cost Estimate (90%)			Task 14 - Final Plans Specifications and Cost Estimate (100%)			Task 15 - Individual Plats and Legals					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00															
Engineer VI	70.00															
Engineer V	59.51	8	16.67%	9.92	18	9.38%	5.58	12	8.11%	4.83	8	50.00%	29.76			
Engineer IV	49.72															
Engineer III	38.01															
Engineer III	30.17	16	33.33%	10.06	76	39.58%	11.94	60	40.54%	12.23	8	50.00%	15.09			
Env. Res. Spec. V	59.57															
Env. Res. Spec. IV	46.08															
Env. Res. Spec. III	39.48															
Env. Res. Spec. II	31.23															
Env. Res. Technician	32.33															
Landscape Architect	45.83															
Survey V	69.76															
Survey IV	50.15															
Survey III	47.86															
Survey II	32.73															
Survey I	27.39															
Cad Manager	48.88															
Asst. Cad Manager	44.04	8	16.67%	7.34	18	9.38%	4.58	16	10.81%	5.28						
Cad II	41.22	16	33.33%	13.74	40	20.83%	9.18	30	20.27%	8.93						
Cad I	26.32				40	20.83%	8.59	30	20.27%	8.36						
Engineering Tech V	61.10															
Engineering Tech IV	47.02															
Engineering Tech III	42.07															
Engineering Tech III	23.25															
GIS Specialist III	37.68															
GIS Specialist III	18.84															
Administrative	27.98															
<b>TOTALS</b>		48	100%	\$41.06	192	100%	\$39.87	148	100%	\$39.63	16	100%	\$44.84	0	0%	\$0.00

**Direct Costs**

<u>Task 1 – Data Collection and Review</u>			
Oversized Color Exhibit Reproduction (Est.)			
2x5x12s.f.x\$2.40/s.f.	=	\$	288.00
<u>Task 3 – Wetland Assessment</u>			
Color Sheet Reproduction			
6 x 3 sheets x 6 s.f. x \$2.40/s.f.	=	\$	259.20
Text Reproduction			
6 x 50 sheets (est.) x \$0.10/ sheet	=	\$	30.00
Report Binding			
6 x \$9.00/ report	=	\$	54.00
<u>Task 4 – Railroad Coordination</u>			
Black and White Reproduction			
2 x 10 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	16.20
<u>Task 6 – Public Involvement</u>			
Black and White Reproduction			
5 x 10 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	40.50
Color Sheet Reproduction			
5 x 2 sheets x 6 s.f. x \$2.40/s.f.	=	\$	144.00
<u>Task 8 – Alternate Geometric Studies</u>			
Black and White Reproduction			
2 x 30 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	48.60
<u>Task 9 – Preliminary Plans, Specifications and Cost Estimate (75%)</u>			
Black and White Reproduction			
4 x 66 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	213.84
Text Reproduction			
4 x 100 sheets (est.) x \$0.10/ sheet	=	\$	40.00
<u>Task 10 – LCSMC Stormwater Calculations and Permit</u>			
Color Sheet Reproduction			
6 x 3 sheets x 6 s.f. x \$2.40/s.f.	=	\$	259.20
Black and White Reproduction			
6 x 12 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	58.32
Text Reproduction			
6 x 100 sheets (est.) x \$0.10/ sheet	=	\$	60.00
Report Binding			
6 x \$9.00/ report	=	\$	54.00
<u>Task 11 – NOI/SWPPP Preparation and Submittal</u>			
Text Reproduction			
3 x 100 sheets (est.) x \$0.10/ sheet	=	\$	30.00
Report Binding			
3 x \$9.00/ report	=	\$	27.00
<u>Task 12 – Utility Coordination</u>			
Black and White Reproduction			
8 x (2+1+1) x 66 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	1,710.72
Delivery			
8 x 3 x \$25/ delivery	=	\$	600.00
<u>Task 13 – Pre-Final Plans, Specifications, and Cost Estimate (90%)</u>			
Black and White Reproduction			
4 x 66 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	213.84
Text Reproduction			
4 x 100 sheets (est.) x \$0.10/ sheet	=	\$	40.00
<u>Task 14 – Final Plans Specifications and Cost Estimate (100%)</u>			
Mylar Reproductions			
66 sheets (est.) x 6 s.f. x \$1.95/ s.f.	=	\$	772.20
Black and White Reproduction			
4 x 66 sheets (est.) x 6 s.f. x \$0.135/ s.f.	=	\$	213.84
Text Reproduction			
4 x 100 sheets (est.) x \$0.10/ sheet	=	\$	40.00
<b>TOTAL =</b>		<b>\$</b>	<b>5,213.46</b>

ID	Task Name	Duration	Start	4th Quarter					1st Quarter	
				Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Notice to Proceed	0 days	Mon 6/1/09							
2	Data Collection and Review	5 days	Mon 6/1/09							
3	Survey	15 days	Mon 6/1/09							
4	Wetland Assessment	10 days	Mon 6/1/09							
5	Railroad Coordination	225 days	Mon 6/22/09							
6	Public Involvement	165 days	Mon 6/22/09							
7	Alternate Geometric Studies	60 days	Mon 6/22/09							
8	County Review	45 days	Mon 9/14/09							
9	Preliminary PS&E	45 days	Mon 11/16/09							
10	County Review	45 days	Mon 1/18/10							
11	Prepare Plats & Legals	30 days	Mon 3/22/10							
12	LCSMC Stormwater Calculation	60 days	Thu 1/7/10							
13	Utility Coordination	100 days	Mon 1/18/10							
14	Pre-Final PS&E	30 days	Mon 3/22/10							
15	County Review	45 days	Mon 5/3/10							
16	Final PS&E	30 days	Mon 7/5/10							
17	NOI/SWPPP Preparation and S	30 days	Mon 7/5/10							
18	Land Acquisition	180 days	Mon 5/3/10							
19	Advertise for Letting	10 days	Mon 1/10/11							
20	Letting	0 days	Fri 1/21/11							1/21
Project: Wadsworth Project Date: Wed 5/20/09				Task Split						

**CHECK SHEET #LRS11**

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

**SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES**

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Selection of Labor.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

**Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, martial status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**CHECK SHEET #LRS11**

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.