



Engineering & Public Works Department

SUBJECT: Locust Road Phase II Design Services

MEETING DATE: July 25, 2017

FROM: [Brigitte Berger-Raish](#), P.E., Director of Engineering and Public Works
[Russ Jensen](#), P.E., Village Engineer

BUDGET IMPACT:	Budget Amount	\$208,000
	Net Cost	197,856
	Over/(Under) Budget	(\$10,144)

Recommended Motion

Move to adopt Resolution 2017-R-18 approving a Local Agency Agreement for Federal Participation and Preliminary Engineering Services Agreement for Federal Participation for the Locust Road Improvements, Phase II design services.

Background

The STP program is a federal program that provides federal funding for locally initiated transportation projects. The North Shore Council of Mayors, the agency that administers the STP funds, issued a call for new projects for consideration to be added to the multi-year program beginning in 2017. In 2012, the Village Board approved a resolution supporting the request for federal transportation funds to be used to rebuild Locust Road from Lake Avenue to Wilmette Avenue. The Village was awarded the grant in the amount of \$1,568,200 (Phase II and Construction).

The general scope of work for the Locust Road project includes new curb and gutter, minor drainage improvements and roadway reconstruction. In addition, the project will include shared bike lanes and a wider sidewalk to accommodate pedestrians and young bicyclists. Based on the number of water main breaks on Locust Road, staff recommends replacing the water main as part of the reconstruction project. The water main replacement will be locally funded and is incorporated into the current capital improvement program.

The completion of the Phase I feasibility study was delayed by approximately one year so the Village could obtain plats of dedication from nine property owners who owned portions of the Locust Road right-of-way. The Village recently secured right-of-way ownership along the entire

corridor so the Phase II design can begin. The Phase II design consists of preparing the plans, specification and cost estimates that will be competitively bid for construction by IDOT.

Discussion

As with all federal and state funded projects, the Village is required to execute the standard agreements prepared by IDOT. The first agreement entitled “Local Agency Agreement for Federal Participation” will secure the federal portion of the Phase II study which is \$138,499. The balance of the project (\$59,357) will be paid for by the Village.

The second agreement entitled “Preliminary Engineering Services Agreement for Federal Participation” is the standard agreement required by IDOT for projects utilizing federal funds for design and construction. The agreement outlines a standard scope of work for Phase II design services which include preparation of the project plans, specifications and cost estimates.

Consultant Selection

Current IDOT requirements for procurement, management and administration of engineering and design-related services using federal funds requires local public agencies to substantially follow a Qualification-Based Selection (QBS) selection process. The evaluation process was outlined in the Request for Qualifications which was sent out to seven engineering firms to provide the Phase II design services of which four replied (one was a no-quote) and three submitted a qualifications proposal. The firms were evaluated by staff members of the Engineering Department and evaluated based on the following criteria:

- Federal Aid Highway Experience
- Individual Experience of Assigned Personnel
- Capacity and Response to Project Schedule and Deadlines
- References
- Submittal

The evaluation resulted in the following rankings:

Rank	Firm
1	Christopher B. Burke Engineering, LTD., Rosemont
2	TranSystems Corporation, Schaumburg
3	Engineering Enterprises, Sugar Grove
No-quote	Civiltech Engineering, Inc., Itasca
DNS*	Alfred Benesch, Chicago
DNS*	Clark Dietz, Inc., Elmhurst
DNS*	V3 Companies, Woodridge
DNS*	Baxter & Woodman, Inc., Crystal Lake

*Firm did not submit qualifications proposal

Based on staff’s evaluation of the qualifications, Christopher B. Burke Engineering, LTD. (CBBEL) is the top ranked consultant because of their extensive knowledge of the project, experience with similar Phase II design projects and their familiarity with 1) the existing stormwater drainage system capacity and functionality and 2) the future stormwater planning

for the Village's Separate Storm Sewer System. References from the Village of Orland Park, Village of Deerfield, City of Evanston, Village of Algonquin and Village of Forest Park provided positive feedback about CBBEL's work product. They noted CBBEL's staff is very knowledgeable, thorough, and cooperative. All references would hire CBBEL for future projects.

Upon selection of the top ranked firm, the scope of service and pricing was provided for review and consideration of the Phase II design services. The submitted scope included a fee of \$212,844 which was revised and modified to streamline the kick-off process and consolidate the stakeholder coordination. The revisions resulted in a reduced fee of \$197,856. Staff recommends awarding CBBEL a contract in the amount of \$197,856.

Budget Impact

Description	Account	Fee
Locust Road Phase II	1120202035-425250-80109	\$197,856
	Budget	\$208,000
	Budget Savings:	\$ 10,144

Phase II is paid for locally and 70% of the costs are reimbursed with the federal grant.

Schedule

The Phase II study will begin as soon as the agreements are approved in Springfield, which could take 90 days. The bid letting is scheduled for November 9, 2018 and construction will occur in 2019.

Documents Attached

1. Resolution 2017-R-18
2. Local Agency Agreement for Federal Participation for the Locust Road Project
3. Preliminary Engineering Services Agreement for Federal Participation for the Locust Road Project
4. Capital Improvement Program Page

RESOLUTION NO. 2017-R-18

A RESOLUTION AUTHORIZING AGREEMENTS FOR THE LOCUST ROAD IMPROVEMENTS

WHEREAS, the Village President and Board of Trustees (collectively “Village Board”) of the Village of Wilmette, Cook County, Illinois (“Village”), find that the Village is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and,

WHEREAS, the Village desires to improve the vehicular and pedestrian safety and capacity of Locust Road; and

WHEREAS, federal funding has been secured and therefore the Village intends to proceed with the Locust Road improvement project; and

WHEREAS, the County and State will financially assist the Village in meeting the local match requirements; and

WHEREAS, the Local Agency Agreement for Federal Participation (attached as Exhibit A) and the Preliminary Engineering Services Agreement for Federal Participation (attached as Exhibit B) (collectively “Agreements”) are ready for review by the Illinois Department of Transportation (“IDOT”); and

WHEREAS, IDOT may make minor revisions to the these Agreements that do not substantially change the scope of work cost distribution;

WHEREAS, the Village Board of Trustees find that approving the Agreements attached as Exhibit A and Exhibit B are in the best interest of the public health, safety and welfare of the residents of Wilmette;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The Village Board finds that all of the recitals set forth above are true and correct, and that they are hereby incorporated by reference as if set forth fully.

SECTION 2: The LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION in substantially the form attached as Exhibit A is hereby approved and the Village Manager or his designee is authorized to execute the same.

SECTION 2: The PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION in substantially the form attached as Exhibit B is hereby approved and the Village Manager or his designee is authorized to execute the same.

SECTION 4: The Village Manager or his designee is authorized to make modifications to the attached Agreements, in a manner consistent with the purposes of this Resolution, prior to executing same provided, in his judgment, said changes do not materially alter the obligations of the Village thereunder.

SECTION 5: The Village Manager or his designee is authorized to take such further actions as may be necessary to carry out the purpose of this Resolution.

SECTION 6: This Resolution shall take effect immediately upon its passage.

ADOPTED on _____, **2017**, pursuant to the following roll call vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Approved on _____, **2017**.

Village President

Clerk of the Village of Wilmette, IL

EXHIBIT A

LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

EXHIBIT B
**PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL
PARTICIPATION**

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Wilmette	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00195-00-PV	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Locust Road Route FAU 1076 Length 0.5 mi.
 Termini Lake Avenue and Wilmette Avenue

Current Jurisdiction Village of Wilmette TIP Number 0213-0003 Existing Structure No

Project Description

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	138,499	(70)	()	59,357	(30)	197,856
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 138,499			\$ 59,357		\$ 197,856

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency's TIN number is _____ conducting business as a Governmental Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary Date

By: _____
Aaron A. Weatherholt, Deputy Director of Highways Date

Omer Osman, Director of Highways/Chief Engineer Date

William M. Barnes, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
Village of Wilmette		Christopher B. Burke Eng., Ltd.
County Cook		Address 9575 W. Higgins Road, Suite 600
Section 12-00195-00-PV		City Rosemont
Project No.		State IL
Job No.		Zip Code 60018
Contact Name/Phone/E-mail Address Russ Jensen 847-853-7602 jensenr@wilmette.com		Contact Name/Phone/E-mail Address Mike Kerr 847-823-0500 mkerr@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Locust Road Route FAU 1076 Length 0.5 mi Structure No. N/A
Termini Lake Avenue Minor Arterial FAU 1292 & Wilmette Ave Major Collector FAU 1298

Description Reconstruction, resurfacing, storm sewer replacement, curb and gutter replacement, curb bump-outs, and pedestrian improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - 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.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. 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 drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	363468939	\$180,006.86
Sub-Consultants:	TIN Number	Agreement Amount
Alta Planning and Design	68-0465555	\$ 7,000.00
Testing Service Corporation	35-0937582	\$10,850.00
	Sub-Consultant Total:	\$ 17,850.00
	Prime Consultant Total:	\$180,006.86
	Total for all Work:	\$197,856.86

Executed by the LA:

Village of Wilmette

(Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: _____
 Title: Notary Public

By: _____
 Title: Executive Vice President

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
 Local Agency Wilmette
 Section 12-00195-00-PV
 Project 0
 Job No: 0

DATE 07/13/17

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Kick-Off Meeting			Topographic Survey			Field Reconnaissance			Geotechnical Investigation			Utility Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	69.77	67	4.51%	3.14	6	30.00%	20.93	1	0.40%	0.28	4	14.29%	9.97						
Engineer V	62.60	0																	
Engineer IV	51.87	146	9.82%	5.09	6	30.00%	15.56				12	42.86%	22.23	12	100.00%	51.87			
Engineer III	44.80	348	23.40%	10.48							12	42.86%	19.20						
Engineer I/II	31.64	0																	
Survey V	60.00	2	0.13%	0.08				2	0.81%	0.49									
Survey IV	60.00	6	0.40%	0.24				6	2.43%	1.46									
Survey III	56.00	66	4.44%	2.49				6	2.43%	1.36							60	100.00%	56.00
Survey II	40.40	100	6.72%	2.72				100	40.49%	16.36									
Survey I	31.83	100	6.72%	2.14				100	40.49%	12.89									
Engineering Technician	59.50	0																	
Engineering Technician	45.00	0																	
Engineering Technician	45.14	0																	
Engineering Technician	38.67	0																	
CAD Manager	58.33	120	8.07%	4.71															
Asst. CAD Manager	49.83	32	2.15%	1.07				32	12.96%	6.46									
CAD II	43.67	307	20.65%	9.02	6	30.00%	13.10												
CAD I	33.25	120	8.07%	2.68															
Landscape Architect	52.50	46	3.09%	1.62															
GSI Specialist III	46.00	0																	
GSI Specialist I/II	28.25	0																	
Env Res Specialist V	60.00	0																	
Env Res Specialist IV	54.29	0																	
Env Res Specialist III	41.06	0																	
Env Res Specialist I/II	29.25	0																	
Env Res Teechnician	37.00	0																	
Engineering Intern	15.13	0																	
Administrative	33.47	27	1.82%	0.61	2	10.00%	3.35												
TOTALS		1487	100%	\$46.10	20	100.00%	\$52.94	247	100%	\$39.28	28	100%	\$51.40	12	100%	\$51.87	60	100%	\$56.00

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Wilmette
Section 12-00195-00-PV
Project 0
Job No: 0

DATE 07/13/17

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Pre-Final Contract Documents			Stakeholder Involvement and			Final Contract Documents (90			Bidding Documents (100%)			Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg						
Engineer VI	69.77	24	3.33%	2.33	12	20.00%	13.95	12	5.04%	3.52	8	7.84%	5.47						
Engineer V	62.60																		
Engineer IV	51.87	20	2.78%	1.44	12	20.00%	10.37	60	25.21%	13.08	24	23.53%	12.20						
Engineer III	44.80	240	33.33%	14.93	12	20.00%	8.96	60	25.21%	11.29	24	23.53%	10.54						
Engineer I/II	31.64																		
Survey V	60.00																		
Survey IV	60.00																		
Survey III	56.00																		
Survey II	40.40																		
Survey I	31.83																		
Engineering Technic	59.50																		
Engineering Technic	45.00																		
Engineering Technic	45.14																		
Engineering Technic	38.67																		
CAD Manager	58.33	120	16.67%	9.72															
Asst. CAD Manager	49.83																		
CAD II	43.67	280	38.89%	16.98	21	35.00%	15.28												
CAD I	33.25							80	33.61%	11.18	40	39.22%	13.04						
Landscape Architect	52.50	24	3.33%	1.75				20	8.40%	4.41	2	1.96%	1.03						
GSI Specialist III	46.00																		
GSI Specialist I/II	28.25																		
Env Res Specialist V	60.00																		
Env Res Specialist IV	54.29																		
Env Res Specialist III	41.06																		
Env Res Specialist II	29.25																		
Env Res Specialist I	37.00																		
Engineering Intern	15.13																		
Administrative	33.47	12	1.67%	0.56	3	5.00%	1.67	6	2.52%	0.84	4	3.92%	1.31						
TOTALS		720	100%	\$47.71	60	100%	\$50.25	238	100%	\$44.32	102	100%	\$43.60	0	0%	\$0.00	0	0%	\$0.00

SCOPE OF SERVICES

I. BASE SCOPE

Task 1 – Kick-Off Meeting: CBBEL will attend a Phase II project kickoff meeting with the Village and IDOT to discuss the project objectives and to refine the project scope as necessary. CBBEL will also collect, examine, review and evaluate data to be utilized for the Phase II Engineering.

Task 2 – Topographic Survey: CBBEL will complete a topographic survey of the project limits on Locust Street. Our survey will include:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on the NGS NAVD '88 vertical control datum.
- Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
- Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc.
- Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey data collection will extend 20' feet beyond existing right-of-way line.
- Office calculations and plotting of field and record data
- Prepare Base Mapping: Drafting of an Existing Conditions Plan at a scale of 1"=20'

Task 3 – Field Reconnaissance: CBBEL shall conduct a field reconnaissance of the site to verify the topographic survey and verify the Phase I scope.

Task 4 – Geotechnical Investigation: CBBEL will hire Testing Service Corporation, Inc. (TSC) to take soil borings and prepare a geotechnical report including recommendations for subgrade preparation and remediation. The report shall follow the requirements of IDOT's Geotechnical Manual and Subgrade Stability Manual. TSC will also test for IEPA CCDD requirements.

Task 5 – Utility Coordination: CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will further coordinate any potential conflicts and relocations with the utility companies.

SCOPE OF SERVICES

Task 6 – Pre-Final Contract Documents and Cost Estimate (75% Submittal): CBBEL will prepare preliminary contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with IDOT and Village design criteria. The preliminary plans are anticipated to include the following sheets:

No. of Sheets	<u>Sheet Title</u>
1	Cover Sheet
1	General Notes <ul style="list-style-type: none"> ▪ Including Village standard notes and additional major notes to clarify project’s intent and define incidental items
1	Alignment, Ties and Benchmarks sheet
1	Typical cross sections that are <ul style="list-style-type: none"> ▪ Complete and comprehensive ▪ Extending from ROW to ROW ▪ Clearly describe improvement
1	Summary of Quantities and Earthwork Schedule
8	Maintenance of Traffic Plans/Typical Sections
3	Existing Conditions and Removal Plans showing <ul style="list-style-type: none"> ▪ Existing topography, drainage structures and sewers and other utilities ▪ Items to be removed or adjusted ▪ Existing property lines and street addresses
5	Roadway and Profile sheets showing above and <ul style="list-style-type: none"> ▪ Proposed horizontal and vertical alignment ▪ Proposed edge of pavement, curb and gutter, driveways, and sidewalks
10	Utility Plan and Profile Sheets <ul style="list-style-type: none"> ▪ Any proposed drainage and utility structures and pipe in plan and profile ▪ Existing utilities to remain in place ▪ Watermain replacement plans
1	Retaining Wall Plans
5	Landscaping Plans and Details
3	Erosion Control Plans and Details
2	Construction Details
14	Cross Sections <ul style="list-style-type: none"> ▪ Sufficient in number to approximate cuts and fills (50’ intervals plus driveways) ▪ Through driveways to determine proposed slopes ▪ Sufficient in number to delineate drainage patterns

61 Total

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the IDOT and Village for review. Plans will also be sent to the Utility companies for review and coordination.

SCOPE OF SERVICES

CBBEL will also make any required submittals to IEPA to meet NPDES requirements. A set of pre-final plans will be submitted to utility companies for verification of facilities.

Task 7 – Stakeholder Involvement and Village Coordination: CBBEL has assumed that two coordination/review meetings will be required with continued Stakeholder Involvement with Wilmette Junior High School, Regina Dominican High School, and the Park District. CBBEL will prepare exhibits for presentations as necessary and answer Stakeholder questions. CBBEL will also coordinate the proposed construction with police, fire, schools, post office, and other government agencies that may be affected.

Task 8 – Final Contract Documents and Cost Estimate (90% Submittal): Upon meeting with IDOT and the Village staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents, cost estimate and estimate of time. During this task the exact letting date will be determined and an estimated construction schedule will be provided. Final plans will be submitted to IDOT for a review.

Task 9 – Bidding Documents and Final Cost Estimate (100% Submittal): CBBEL will make the final revisions to the pre-final submittal based on the IDOT and the Village's final review comments. The requested number of copies of plans and specifications will be submitted to IDOT. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format. CBBEL will make application and obtain all required permits.

Task 10 – Project Administration/QA/QC: CBBEL will prepare monthly status reports with our invoices to the City. CBBEL will perform an internal QA/QC review of the plans, specifications and cost estimates.

Engineering

Locust Road	2018	\$212,845 (Phase II)	Grant
Reconstruction	2019	\$2,307,615 (Construction)	Grant
Streets, Sidewalks and Alleys			

- X Critical
- Recommended
- Contingent on Funding

Original Purchase Date & Cost

Unknown

Funding History

N/A



Locust Road between Lake Ave and Wilmette Ave

Project Description & Justification

The limits of the Locust Road reconstruction project are from Lake Avenue to Wilmette Avenue. The scope of work includes new curb and gutter, minor drainage improvements, new water main and roadway reconstruction. In addition, pedestrian and bikeway improvements will be considered.

The project is funded in the North Shore Council of Mayors Surface Transportation Program (STP). The ideal construction timeframe is to minimize construction activity during the school year and maximize work during the summer months. The project will be funded at 70-percent federal participation for phase II engineering and construction and a 30-percent local share, funded through operating and dedicated funds or MFT.

This project was delayed by one year because of complications securing right-of-way. If the Village Board approves the proposed \$77M stormwater action plan, a change order to the design contract will need to occur to facilitate the additional design within this project. The construction costs for this additional storm sewer would also need to be added to the project as a Village cost only. Below is a summary of costs:

Year	Description	Total	Federal Share	Village Share
2014	Phase I	\$80,000	\$0	\$80,000
2017-2018	Phase II ¹	\$212,845	\$148,992	\$63,853
2019	Construction & CEIII	\$2,307,615 ²	\$1,615,330	\$692,285 ²

¹ Phase II consultant engineering costs are paid by the Village up front and reimbursement is sought from IDOT for federal share.

²The 2019 construction cost and Village share does not include the Village non-participating costs for water main replacement which is estimated to be \$549,000. The water main replacement cost is included under the water fund distribution improvements CIP.

Project Update

Project costs for 2018-2019 have been updated to reflect the actual Phase II proposal cost and 3% price index approved by the North Shore Council of Mayors.

Project Alternative

The alternative to using federal funds is to improve the roadway using local funding only.

Operating Budget Impact

Is this purchase _____ routine or X non-routine?

NON-ROUTINE	
Department Budget - Maintenance Costs	None
Personnel Costs	None
Training Costs	None