



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 20028**

**For:**

**WSNSP – Phase 1 Construction Engineering**

**With:**

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

**Illinois Prevailing Wage Act  
Applies to a portion of this Work**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Christopher B. Burke Engineering, Ltd. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Agreement ("Agreement" or "Contract") is to obtain professional engineering services to provide engineering oversight of the Village of Wilmette's ("Village") WSNP – Phase 1 Construction Project ("WSNPP – Phase 1 Construction Engineering" or "Work") per the Specification shown in Attachment One ("Attachment One") of this document. The Agreement is for the proposal offered by Christopher B. Burke Engineering, Ltd. ("Engineer" or "Contractor") to the Village.

2. This Addendum is made pursuant to the proposal dated March 3, 2020 attached as Attachment One. Together this Addendum, Certificate of Compliance and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance and Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$1,212,045.13, including expenses.

5. Payment. Engineer shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. StormTrap. Engineer is responsible for certifying and documenting acceptance of all StormTrap materials received simultaneously with Berger Excavating Contractor's, Inc. ("Contractor") at the time of delivery by and from StormTrap, LLC ("StormTrap"). Engineer will be responsible for all shipping, delivery, transportation and all other costs that may be incurred by the Village in the event that Contractor is unable to receive delivery of one (1) or more StormTrap storm water vault pieces and/or panels transported to the Village by StormTrap as a result of the Resident Engineer's unavailability. Acceptance of delivery for Engineer includes, but is not limited to, the inspection of the pieces and panels by the Resident Engineer and documentation of receipt and fitness for use by the Village.

Invoices will be paid net of any costs incurred by the Village as a result of the Resident Engineer's unavailability in accordance with the Contract terms herein.

7. Payments to Subcontractors. Upon receipt of payments from the Village, Engineer shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor. Engineer shall require in any contract with subcontractors that each subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

8. Tax Exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Engineer shall not charge the Village any tax incurred by the Engineer for these services.
9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.
10. Coordination of Work. Engineer shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the Work unless otherwise stated.
11. Supervision of Work. Engineer shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Engineer shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Engineer in the completion of the work.
12. Quality of the Work. Engineer shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by an Engineer performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.
14. Limitation of Remedy. Village's liability to Engineer for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.
15. Relationship of the Parties. The Engineer shall act as an independent contractor in providing and performing all Work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Engineer; or (2) to create any relationship between the Village and any subcontractor of the Engineer.
16. No Collusion. The Engineer represents and certifies that this Contract is made by the Engineer without collusion with any other person, firm, or corporation. If at any time it shall be found that the Engineer has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Engineer shall be liable to the Village for all loss or damage that the Village may suffer; and this Contract shall, at the Village's option, be null and void.
17. Licensure and Compliance with Laws. Engineer represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Engineer shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Engineer.

19. Assignment. The Contract may not be assigned by the Village or by the Engineer without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Engineer</u>	<u>Village</u>	<u>with a copy to:</u>
Christopher B. Burke Engineering, Ltd.	Director	Corporation Counsel
9575 W. Higgins Road, Suite 600	Engineering & Public Works	Village of Wilmette
Rosemont, IL 60018	1200 Wilmette Avenue	1200 Wilmette Avenue
	Wilmette, IL 60091	Wilmette, IL 60091

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Engineer shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Illinois Prevailing Wage Act. All Contractors and subcontractors must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130/01. et. seq.). The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits in the locality where the work is done for the craft or type of worker or mechanic needed on the project. The Contractor and subcontractors must submit, on a monthly basis, a certified payroll to the Village of Wilmette. The Contractor and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the Act. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Agreement.

If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of this Agreement, the revised prevailing wage rates shall apply to the work performed pursuant to the Agreement, and all Contractors and subcontractors shall pay their employees in accordance with the new prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor's website.

Contractor shall defend and hold harmless the Village, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

25. Engineer's Insurance Requirements. At the time of execution of the Agreement, Engineer shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Engineer shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Engineer or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$10,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Engineer arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,
- e. Professional Liability –\$2,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Engineer shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Engineer's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Engineer's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Engineer's insurance and shall not contribute with it.

26. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's own negligence.

27. General indemnification. To the fullest extent permitted by law, the Engineer will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Engineer, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Engineer, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Engineer of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

28. Intellectual Property. Engineer represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Engineer for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Engineer, Engineer's employees or Engineer's independent contractors for purposes of fulfilling the terms of this Agreement. Engineer will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Engineer represents and warrants that all Intellectual Property provided to the Village by Engineer will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Engineer agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Engineer will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Engineer's expense. Engineer agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Engineer's option, Engineer shall promptly either: (i) procure for the Village, at Engineer's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Engineer's expense, so that the Intellectual Property become non-infringing.

Engineer shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

29. Document Ownership. All drawings, specifications, reports, and any other project documents prepared by the Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Engineer shall be the exclusive property of the Village. Engineer shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Engineer fails to deliver a fully reproducible document. Engineer shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village. The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

30. Deliverables. Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

31. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Engineer in their completion or pursuit of the Contract.

32. Use of Village's Name, Employee Name(s) or Image(s). The Engineer shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

33. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Engineer. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

34. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Engineer. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Engineer. Default is defined as failure of the Engineer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Engineer shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Engineer. The Engineer will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

35. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Engineer, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

36. Change In Status. The Engineer shall notify the Village immediately of any change in its status resulting from any of the following: (a) Engineer is acquired by another party; (b) Engineer becomes insolvent; (c) Engineer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Engineer ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Engineer immediately on written notice based on any such change in status.

37. Subletting of Contract. The Engineer may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Engineer and shall be subject to approval by the Village. Engineer shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Engineer and Engineer shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Engineer.

Engineer shall be fully responsible to the Village for any and all acts and omissions of the Engineer's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Engineer.

In no case shall the Village's consent relieve the Engineer from its obligation or change the terms of the contract. At all times the Engineer shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Engineer.

38. Illinois Freedom of Information Act. Engineer agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Engineer's actual or alleged violation of the FOIA or Engineer's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Engineer request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Engineer agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Engineer's request to utilize a lawful exemption to the Village.

39. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

40. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

41. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Engineer have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this 10<sup>th</sup> day of March, 2020

Robert T. Bielinski  
Robert T. Bielinski, Village President

Attest: Michael N. Braiman Deputy Village Clerk  
Michael N. Braiman, Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this 6<sup>th</sup> day of March, 2020

Michael Kerr President  
Signature Position/Title

Michael Kerr  
Print Name

Christopher B. Burke Engineering, Ltd.  
Print Company Name

## CERTIFICATION OF COMPLIANCE

### DESCRIPTION: WSNP – Phase 1 Construction Engineering

Christopher B. Burke Engineering, Ltd., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

**PLEASE CHECK ALL APPLICABLE BOXES**

☒ **BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ **SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ **PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ **EQUAL PAY ACT:** Engineers, contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

☒ **CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ **DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
  - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (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.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) 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.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



**NATIONAL SECURITY/USA PATRIOT ACT:** We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

☒ **EQUAL EMPLOYMENT OPPORTUNITY:** In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an 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.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas 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.
- 3) 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, 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.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



## ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) **Discrimination in employment prohibited:** (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) **The Illinois Human Rights Act applies to all contracts identified in subsection (a).** 10/2. **Deemed incorporated in contract:** The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) **Includes independent contractors, etc.:** The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) **Deduction from compensation:** No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) **Recovery by injured person:** Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) **Violations; punishment:** Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.
- 6) **To be inscribed in contract:** The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) **Partial invalidity; construction:** The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

## PLEASE CHECK THE APPLICABLE BOX



There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.



There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

## PLEASE CHECK THE APPLICABLE BOX



We have a good safety record with OSHA.



We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN):	36-3468939
IL Secretary of State File #:	5440-783-1
IL Department of Employment Security #:	1247602
IL Department of Revenue Registration #:	1948-4061
IL Department of Professional Regulation #:	184.001175-0014

## SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: \_\_\_\_\_

(Signature)

Michael Kerr

By: \_\_\_\_\_

(Print Name)

d/b/a Christopher B. Burke Engineering, Ltd.

Business address: 9575 W. Higgins Road, Suite 600

Rosemont, IL 60018

Business Phone #: 847-823-0500

Cell Phone #: 847-878-4967

E-Mail Address: mkerr@cbbel.com

**ATTACHMENT ONE**  
**ENGINEER'S PROPOSAL DATED 03/03/2020**


**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

March 3, 2020

 Village of Wilmette Public Works  
 711 Laramie Avenue  
 Wilmette, IL 60091

Attention: Ms. Brigitte Berger-Raish, PE – Director of Engineering and Public Works

 Subject: Proposal for Professional Engineering Services  
 WSNSP Phase 1 Construction - Phase III Services

Dear Ms. Berger-Raish:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the West Side Neighborhood Storage Project, Phase 1 Construction and Optimized Storm Sewer Project #3 in the Village of Wilmette (Village). Included in this proposal is our Understanding of Assignment, Scope of Services, and Estimated Fee.

#### UNDERSTANDING OF THE ASSIGNMENT

The project includes installation of a 20.2 acre-foot StormTrap stormwater storage and detention facility comprised of approximately 2,250 pieces and panels at Community Playfield, and additional storm sewer ranging in size from 12" diameter to 60" diameter, and 3'x7' and 5'-6' RCP rectangular box storm sewer. Other work necessary to complete the project as proposed includes trench backfill, sanitary service reconnections, water service reconnections, installation of 8" water main, manholes, catch basins, inlets, resurfacing of existing pavement, spot curb removal and replacement, pavement reconstruction with full curb and gutter removal and replacement, sidewalk removal and replacement and ADA upgrades as shown in the plan and specifications developed by CBBEL and Baxter&Woodman, Inc. (B&W).

The project is located on Wilshire Dr. West immediately west of Wilshire Dr., Wilshire Dr. from Wilshire Dr. West to Wilmette Ave., Wilmette Ave. from Wilshire Dr. to W. Meadow Dr., W. Meadow Dr. from Wilmette Ave. to N. Meadow Dr., Hunter Rd. from Illinois Rd. to Birchwood Ave., Washington Ave. from Hunter Rd. to Pinecrest Ln, at Highcrest Middle School, and at the Community Playfield in Wilmette. The proximity of the project to the school and within Park District property lead to a heightened need for communication and coordination with the various stakeholders, which is specifically addressed in this proposal with the assembled project team.

#### PROJECT TEAM

CBBEL is proposing a team comprised of engineers with varying skill sets and experience to deliver this project successfully to the Village.

Mr. Darren Olson, PE (CBBEL) has performed duties as the program manager for all phases of the West Side Neighborhood Storage Project and will be available as an advisor throughout this project. Mr. Matt Moffitt, PE (B&W) has been the project manager for the Phase 1 design. We anticipate Mr. Olson and Mr. Moffitt to assist and attend meetings with the Village, Park District, and School District 39 both before and during construction.

The overall Construction Manager for Phase 1 Construction will be Bob Mateja from Baxter&Woodman, Inc. (B&W). Mr. Mateja has successfully completed management on multiple large diameter utility projects throughout Chicagoland. Mr. Mateja's duties include coordinating and leading the pre-construction meeting, weekly meetings, and any other critical meetings with the Contractor. He will also provide recommendations for Pay Estimates and Change Orders to the Village, as well as respond to Contractor Requests for Information (RFI's).

The following engineers will report directly to Mr. Mateja daily:

- Ms. Tracy Wais, PE (CBBEL) will perform Resident Engineer duties related to the storm sewer, watermain, and roadway work. Ms. Wais was the Resident Engineer for the WSNSP Phase 1A Project.
- Mr. Vahid Kacila (B&W) will perform Resident Engineer duties related to the StormTrap and Community Playfield work.
- Mr. Jeff Yonke (B&W) will provide inspection services as necessary for the project throughout the duration of work; it is anticipated that he will work wherever the need is greatest on StormTrap installation, neighborhood utility observation, Community Playfield / School District work, and roadway reconstruction.
- CBBEL is proposing to provide part time hours for a trainee staff engineer (billed as an Engineer Intern) to perform duties related to non-critical items throughout the project. This may include distribution of notices during the project, assistance with surveys and measurements, and observation of overtime or night work when activity is light.

Ms. Lisa Brock, PE (RHMG) will perform part time duties as the Owner's Representative. Ms. Brock will be responsible for stakeholder involvement related to the Park District and School District 39. Her primary task will be to lead and coordinate all stakeholder communications throughout the project for the Village.

Mr. Kevin Wilson, PE (CBBEL) will perform engineering contract management and serve as an advisor to the project. Mr. Wilson has completed many large diameter relief sewer projects in the Village of Wilmette and other communities throughout his 18 year career.

Lori Polantz (B&W) and Julie Cahill (CBBEL) will provide public outreach services coordination for this project. Ms. Cahill completed the website updates and Constant Contact distribution for Phase 1A.

### **SCOPE OF SERVICES**

Based on our experience with similar projects, our anticipated scope of services is detailed below:

#### **Task 1 – Pre-Construction:**

1. Review the Contractor's schedule for compliance with any milestones and/or restrictions found in the contract documents. Our team will review the schedule for constructability to ensure that the work is being completed in a logical sequence.
2. Prepare all project files prior to the start of construction. This shall include reviewing all applicable construction inspectors' checklists found in IDOT's Construction Manual to anticipate any issues that may arise during construction.

3. Review the plans and specifications and identify any potential issues or conflicts that can be resolved prior to construction. This will assist in avoiding unnecessary delays and change orders.
4. Facilitate the Pre-Construction Meeting.
5. Miller Easement Agreement Preconstruction Investigation:
  - a. As stated in the Village's private property easement agreement, prior to construction, our team (Engineer) will document the structural aspects of 2432 Meadow Drive in Wilmette, IL ("Subject Property"); this may include videotaping and photographing the interior portions and exterior portions of the structure located upon the Subject Property. We shall provide the Owners at least forty-eight (48) hours' notice prior to the team commencing such activity. The Owners shall not reasonably deny or restrict the Engineer's access to the Subject Property. The Engineer shall not disturb the interior portion of the Subject Property, without the express prior consent of the Owners. If the Engineer disturbs the interior portion of the Subject Property, the Engineer shall restore the same to the same condition or better as such portion was in prior to the disturbance. The Engineer will request Village engineering staff to be present during any inspections, and will not retain the rights to use any photos or videos from inside the property for future use.

#### **Task 2 – Submittal Review**

CBBEL and B&W staff will assist the Construction Manager in reviewing shop drawings for the manholes and junction box structures, precast box culverts, water main materials, and other elements as required. We anticipate using Submittal Exchange to document progress for this task.

1. Check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
  - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - b. Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

#### **Task 3 – Request for Information (RFI) Responses**

CBBEL and B&W staff will review and coordinate responses to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

#### **Task 4 – Construction Observation**

B&W will provide one Construction Manager to oversee all engineers performing this work. B&W will provide one full-time Resident Engineer and one full-time inspector for the duration of the construction observation for the Base Project, which includes Miller Easement storm sewer installation, Community Playfields StormTrap installation, and restoration of School District and Park District Property. CBBEL will provide one full-time Resident Engineer and one full-time Engineer Intern inspector for the duration of construction observation for the Base Project storm sewer installation and Alternate 1 in 2020. **Construction Observation hours for Alternate 2B (summer 2021 construction) are not included with this proposal.**

Mr. Mateja will be responsible to manage the team of inspectors for the Base Project and all Alternates. We anticipate the construction observation inspection to be performed as follows:

Base Project – Community Playfields: Mr. Vahid Kacila (mid-March to late-November); assistance from Mr. Jeff Yonke (mid-June to late-November)

Base Project – Wilshire Drive to Meadow Drive: Mr. Jeff Yonke (mid-March to mid-June); Ms. Tracy Wais (mid-June to late-November)

Miller Easement: Mr. Jeff Yonke (early-April to late-May)

Alternate 1: Ms. Tracy Wais (mid-June to late-August); assistance from Mr. Jeff Yonke as necessary

Direct costs for vehicle usage will be billed at \$65/day for the Construction Manager, Resident Engineers, and Inspectors.

We propose to perform the following work under this task:

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. Our team shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a RE or Inspector, who shall:
  - Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
  - Be present whenever the Contractor is performing work on-site, associated with the project.
  - Cooperate with the Contractor in dealing with the County and various local agencies and utility companies having jurisdiction over the Project.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors, and major material suppliers.
  - Attend all construction conferences. Arrange weekly progress meetings and other job conferences if required. Maintain and circulate copies of records of the meetings.
  - Review Contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls 5 calendar days behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. The basis of this work follows the IDOT Standard Article 108.02 (Progress Schedule).
  - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued after the award of the contract.
  - Prepare any contract changes needed as construction proceeds. Once the Contractor submits a proposal, assist the Village in their review and provide a recommendation.
  - B&W full-time Resident Engineer will be responsible for certifying and documenting acceptance of all StormTrap materials. Any StormTrap materials that are delivered to the project site and deemed unacceptable for incorporation into the Project will be held on site for further review and consideration by the manufacturer's representative. The manufacturer's representative may request secondary review and acceptance of the material, but these materials may not be incorporated into the Project without the express consent of the Resident Engineer on behalf of the Village.
3. Determine if the project has been completed in accordance with the contract documents and if the Contractor has fulfilled all obligations.

4. Except upon written instruction of the Village, the RE or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

**Task 5 – Construction Documentation**

1. Keep an Inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. The B&W Construction Manager will prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Pay requests from the general contractor will be approved or rejected within seven(7) business days of receipt. The general contractor and all subcontractor waivers of lien and certified payrolls will be included with each pay request; the sequence of these activities shall be discussed at the preconstruction meeting.
3. Schedule any material testing at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.

**Task 6 – Project Closeout**

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the Village and prepare a final punch list of items to be corrected.
3. Verify that all items on the final punch list have been corrected and make recommendations to the Village concerning acceptance.
4. Prepare final pay estimate and change order(s) for the Village's approval.
5. Verify all necessary material inspection has been received and documented.
6. Submit the job box to the Village with all pertinent project information.

**Task 7 – Record Drawings**

1. CBBEL and B&W will maintain a set of working drawings showing changes in the work during construction.
2. CBBEL and B&W will prepare a set of as-built drawings delivered in AutoCAD and Shapefile format.

**Task 8 – Material QA Testing**

1. Testing Services Corporation, Inc. (TSC) will provide QA testing outlined in the IDOT Project Procedures Guide. Proposed testing for this project includes HMA, PCC, Soil analysis, and Trench Backfill density Quality Assurance. TSC follows the prevailing wage act and will base

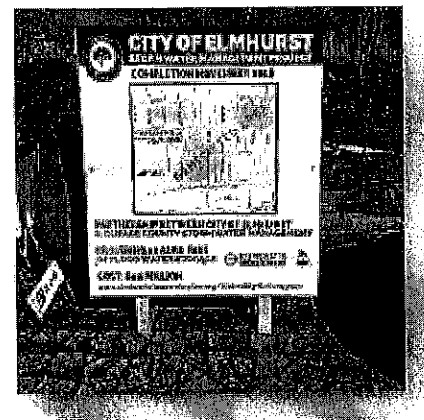
payroll rates on the prevailing wage for Cook County. TSC will provide certified payrolls with invoicing.

2. The following items are not included:
  - i. QA plant testing.
  - ii. Environmental analysis of soils or other construction materials.
  - iii. Additional testing required for Change Order or Contingency Allowance items.

#### **Task 9 – Public Outreach**

CBBEL and B&W will keep the public aware of the construction activities, as required. This will include, but not be limited to, notification of construction starting, detours and/or road closures, and access limitations. The Construction Manager and each Resident Engineer (RE) will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day. Extraordinary inquiries or requests will be coordinated with Village staff.

This task will also include coordination with the Park District and School District 39 by CBBEL staff. This includes additional meetings with the Park District, School District, and their consultants during the design approval process. We anticipate that RHMG will coordinate a majority of the stakeholder involvement issues during construction.



Additional public outreach for the WSNP Phase 1 Construction will include the following:

1. Project Website (1 hour per week)
  - i. CBBEL will continue to maintain a project specific website to be updated periodically, which will include the following:
    1. General project information
    2. Weekly Updates
    3. Project photos
    4. Contact information
2. Weekly Updates (1 hour per week)
  - i. CBBEL will distribute project updates using Constant Contact to residents that sign up for newsletter updates.
3. Public Open House
  - i. One Meeting with flyers to be distributed to residents before the Open House and at the Open House.
4. Door Hangers prior to construction
  - i. The B&W and CBBEL Resident Engineers will distribute door hangers and talk to residents prior to the start of work. This task will be performed by the RE and not by junior staff; the purpose is to introduce ourselves to residents. Door Hangers during construction may be distributed by junior staff if resident relationships have been established.
5. Project Signage at Community Playfield (see example above)
  - i. These signs provide information to traveling public such as purpose of the project, cost, completion milestones, and contact information.

Optional public outreach to be considered includes:

1. Monthly Newsletter (2-4 hours per month)

2. Video Public Service Announcements (4 hours RE per month; 8 hours Marketing per month. Approximately \$7,500 overall.)
3. Streaming Progress Videos (24 hours Tech setup; 4 hours RE per month. Approximately \$7,500 overall.) The construction documents require the General Contractor to establish a streaming video of the site to be available online. Use of this item is to be discussed at the preconstruction meeting.

The cost for these tasks are included in the overall scope of Public Relations, and our team can deliver these items if the Village determines the benefit is worth the cost of each task.

**Task 10 – Owner’s Representative – RHMG Engineers, Inc.**

CBBEL will subcontract with RHMG Engineers, Inc. for the primary responsibility to perform duties as an Owner’s Representative for this project. Lisa Brock, PE will perform this work; she has successfully completed this task previously for Wilmette on the West Park Sanitary Sewer Overflow Project and has held this position on many other projects in her 31-year career. RHMG will frequently interact with the Park District and School District 39 before and during construction. It is anticipated that weekly meetings with these stakeholders will be held while construction is occurring at Community Playfield.

**ESTIMATED FEE**

The costs of the services provided are as follows and will not be exceeded without prior approval:

Task	Description	Cost
Task 1	Pre-Construction	\$ 36,911.00
Task 2	Submittal Review	\$ 30,723.73
Task 3	Request for Information (RFI) responses	\$ 20,956.98
Task 4	Construction Observation	\$ 616,912.94
Task 5	Construction Documentation	\$ 182,226.91
Task 6	Project Closeout	\$ 35,408.71
Task 7	Record Drawings	\$ 19,424.76
Task 8	Material QA Testing	\$ 14,600.00
Task 9	Public Outreach	\$ 118,676.10
Task 10	Owner’s Representative	\$ 136,204.00
Total:		1,212,045.13

If only the base bid is awarded, the overall credit to the contract due to a reduction in construction observation is estimated to be \$108,864.00. The Baxter&Woodman Construction Observation task would be reduced by 1,215 hours; Mr. Jeff Yonke would be removed from the team in early July.

We will bill you at the hourly rates specified in our current contract (#18137) for the project and establish our contract in accordance with those General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the fee estimate. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Cost Estimate of Consultant Services

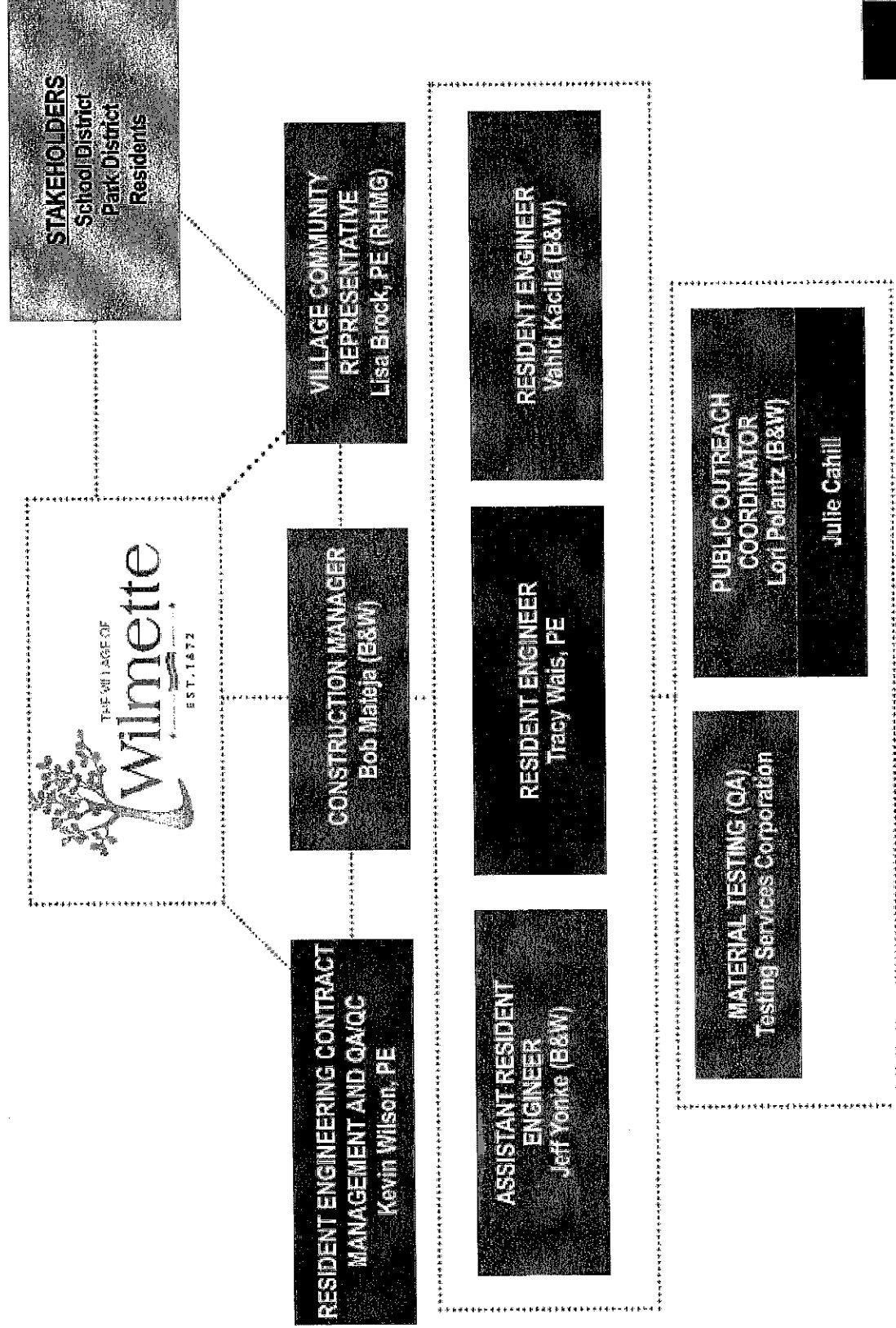
THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILMETTE:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# ORGANIZATIONAL CHART

Contract No. 20028

## NEIGHBORHOOD STORAGE PROJECT - PHASE 1 CONSTRUCTION ENGINEERING SERVICES



**Cost Estimate  
Consultant Se  
Direct Labor Multiple**

**Christopher B. Burke Engineering, Ltd.**

Date \_\_\_\_\_

03/03/20

Route Construction Engineering

Overhead Rate

129.05%

County Willimotea

Complexity Factor



PHASE 1 CONSTRUCTION

[illegible]

DBE 0.00%

	2020												Yearly Total
	PRE CONSTRUCTION				CONST OBSERVATION								CLOSEOUT
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
Program Manager - DTO													
Design Staff Submittals/RFBs													
Construction Eng PM - KEW													
RE - TAW													
Traine Inspector - CS													
Public Relations - JMC													
Survey													
Total	0	28	48	165	172	322	401	322	401	278	278	141	2644
Program Manager - Moffitt	0	32	24	18	18	18	18	18	18	18	18	0	200
Construction Eng PM - Dabros	0	12	4	4	4	4	4	4	4	4	4	0	48
Construction Services Manager - Mateja	0	56	80	120	96	120	180	120	120	96	96	40	1124
Review Engineer - Brunner	0	0	24	0	0	0	0	0	0	0	0	0	24
Review Engineer - Siegfried	0	0	16	12	12	12	12	12	12	12	0	0	100
Review Engineer - Powala	0	0	44	0	4	0	4	0	4	0	4	0	60
Resident Engineer - Kadla	0	12	160	225	180	220	300	220	250	180	180	120	2047
Asst. Resident Engineer - Yanke	0	0	160	225	180	190	250	190	225	180	180	0	1780
Public Relations - Polantz	0	50	10	10	10	10	10	10	10	10	10	0	140
Public Relations - O'Leary	0	6	6	6	6	6	6	6	6	6	6	0	60
Record Drawings - Roberson	0	0	0	0	0	0	0	0	0	0	0	40	40
GIS - Krohn	0	12	12	12	12	12	12	12	12	12	12	0	120
Total	0	180	540	632	522	592	796	592	661	518	510	200	5743
Owner's Representative - Brock	0	18	18	100	100	100	125	100	125	100	100	0	856

CBBEL Assumptions

D Olson 6 hrs/wk until October, 2 hrs/wk remaining

K Wilson 1 hr/wk

RE T Wais 50 hrs/wk end of Phase 1A to September, 45 hrs/wk all remaining

Trainee Inspector 20 hrs/wk; starting in April to assist TAW while she completes 1A

B&W Assumptions

M Mcflitt 4 hrs/wk during construction

D Dabros 1 hrs/wk

CM B Mateja 36 hrs/wk mid-June to mid-August; 24 hrs/wk all other construction

RE V Kadla 45 hrs/wk April to mid-June; 60 hrs/wk mid-June to mid-August; 50 hrs/wk mid-August to September, 45 hrs/wk for all remaining

Asst RE J Yonke 45 hrs/wk April to mid-June; 50 hrs/wk mid-June to mid-August; 45 hrs/wk remaining

RHMG Assumptions

L Brock 25 hrs/wk during construction



Illinois Department  
of Transportation

Contract No. 20028  
Average Hourly Project Rates

Route Construction Engineering

Section  
County  
Job No.  
PT/Item

Date 03/03/20

Consultant Christopher B. Burke Engineering, Ltd.

Sheet 1 OF 1

Phase 1 Construction

Payroll Classification	Total Project Rates			Pre-Construction Services			Submittal Review			Request for Info. (RFI) Response			Construction Observation			Construction Documentation		
	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	\$75.00	0																
ENGINEER VI	\$75.00	287	10.65%	7.99	48	50.00%	37.50											
ENGINEER V	\$67.78	102	3.78%	2.57	8	8.33%	5.65	24	54.55%	30	60.00%	40.67	20	1.12%	0.76			
ENGINEER IV	\$56.24	0																
ENGINEER III	\$45.95	1430	53.08%	24.38	40	41.67%	19.15	20	45.45%	20	40.00%	18.38	1062	59.60%	27.38	128	100.00%	45.95
ENGINEER IIII	\$34.03	0																
SURVEY V	\$75.00	0																
SURVEY IV	\$67.50	8	0.30%	0.20														
SURVEY III	\$69.50	40	1.48%	0.88														
SURVEY II*	\$48.50	40	1.48%	0.72														
SURVEY I*	\$35.83	0																
ENGINEERING TECHNICIAN	\$86.42	0																
ENGINEERING TECHNICIAN	\$52.17	0																
ENGINEERING TECHNICIAN	\$48.13	0																
ENGINEERING TECHNICIAN	\$22.33	0																
CAD MANAGER	\$83.67	0																
ASST. CAD MANAGER	\$51.33	0																
CAD II *	\$47.25	0																
GIS SPECIALIST III	\$51.00	0																
GIS SPECIALIST III*	\$34.00	0																
LANDSCAPE ARCHITECT	\$68.00	0																
ENVIRONMENTAL RESOURC	\$70.00	0																
ENVIRONMENTAL RESOURC	\$63.80	0																
ENVIRONMENTAL RESOURC	\$41.00	0																
ENVIRONMENTAL RESOURC	\$28.00	0																
ENVIRONMENTAL RESOURC	\$40.00	0																
ADMINISTRATIVE*	\$37.19	88	3.27%	1.21														
ENGINEERING INTERN	\$16.10	700	25.97%	4.18									700	39.28%	6.32			
		0																
		0																
TOTALS		2695	100%	\$42.13	96	100%	\$62.29	44	100%	50	100%	\$59.05	1782	100%	\$34.47	128	100%	\$45.95



**Average Hourly Project Rates**

Route	Construction Engineering
Section	
County	
Job No.	Wilmington
PTB/Item	Phase 1 Construction

**Consultant**  
**Christopher B. Burke Engineering, Ltd.**

Date: 03/03/20

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Project Closeout			Record Drawings			Material Testing (QA)			Public Outreach			Owner's Representative - RHM			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	\$75.00																		
ENGINEER VI	\$75.00																		
ENGINEER V	\$67.78	4	3.85%	2.61															
ENGINEER IV	\$66.24																		
ENGINEER III	\$45.95	100	96.15%	44.18	20	18.52%	8.51								0				
ENGINEER III	\$34.03																		
SURVEY V	\$75.00																		
SURVEY IV	\$67.90				8	7.41%	5.00												
SURVEY III	\$59.50				40	37.04%	22.04												
SURVEY II*	\$48.50				40	37.04%	17.96												
SURVEY I*	\$35.83																		
ENGINEERING TECHNICIAN	\$66.42																		
ENGINEERING TECHNICIAN	\$52.17																		
ENGINEERING TECHNICIAN	\$48.13																		
ENGINEERING TECHNICIAN	\$22.33																		
CAD MANAGER	\$63.67																		
ASST. CAD MANAGER	\$51.33																		
CAD II *	\$47.25																		
GIS SPECIALIST III	\$51.00																		
GIS SPECIALIST III*	\$34.00																		
LANDSCAPE ARCHITECT	\$59.00																		
ENVIRONMENTAL RESOURCE	\$70.00																		
ENVIRONMENTAL RESOURCE	\$53.80																		
ENVIRONMENTAL RESOURCE	\$41.00																		
ENVIRONMENTAL RESOURCE	\$28.00																		
ENVIRONMENTAL RESOURCE	\$40.00																		
ADMINISTRATIVE*	\$37.19																		
ENGINEERING INTERN	\$16.10																		
TOTALS		104	100%	\$46.79	108	100%	\$53.51	0	0%	\$0.00	393	100%	\$62.98	0	0%	\$0.00	0	0%	\$0.00

Element of Work	Vice President \$200.26	Vice President \$174.94	Engineer IV \$152.34	Engineer III \$138.68	Engineer II \$133.17	Engineer I \$96.68	Engineer I \$82.86	Engineer Tech \$147.95	Engineer Tech \$88.88	Engineer Tech \$120.82	CADD Tech II \$199.26	Marketing Professional II \$187.86	Marketing Professional I \$75.27	Direct Expenses	Sub Consult	Sub- Total Hours	Sub- Total Fees
<b>CS100 - Pre-Construction</b>																	
Public Meeting	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	02	\$12,638.05
Permitting Meeting	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	24	\$24,620.77
Project Initiation	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	148	\$14,793.50
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS101 - Schematic Review																	
General Administration	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	178	\$24,104.88
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS102 - Requests for Information / Change Orders																	
General Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS103 - General Construction Administration																	
Manage Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	\$20,172.59
Project Pay Review	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	36	\$13,802.82
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS104 - Construction Observation																	
Observe Construction Full Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS105 - Project Closeout																	
Manage Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$6,118.06
Observe Construction Part Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	\$16,635.72
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS106 - Record Drawings																	
General Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$4,399.38
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS200 - Material Tracking-QA																	
General Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
CS300 - Public Outreach																	
General Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	416	\$53,453.59
<b>SUB-TOTAL Hours</b>																	
<b>SUB-TOTAL Fee</b>																	
<b>TOTALS</b>																	

INCLUDE DESIGN COSTS INCLUDED IN TOTAL COSTS:  
Public Outreach \$750.00  
Storage \$28,700.00

SERVICES BY OTHERS INCLUDED IN TOTAL COSTS:  
Material Testing - Testing Services Corporation

\$0.00

Rules Above use  
DOT Approved Multiplier = 2.0



## Payroll Rates

FIRM NAME  
PRIME/SUPPLEMENT  
PTB NO.

Christopher B. Burke Engineerir

DATE 03/03/20

Phase 1 Construction

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$78.00	\$75.00
ENGINEER VI	\$76.40	\$75.00
ENGINEER V	\$67.78	\$67.78
ENGINEER IV	\$56.24	\$56.24
ENGINEER III	\$45.95	\$45.95
ENGINEER I/II	\$34.03	\$34.03
SURVEY V	\$75.50	\$75.00
SURVEY IV	\$67.50	\$67.50
SURVEY III	\$59.50	\$59.50
SURVEY II*	\$48.50	\$48.50
SURVEY I*	\$35.83	\$35.83
ENGINEERING TECHNICIAN V	\$66.42	\$66.42
ENGINEERING TECHNICIAN IV	\$52.17	\$52.17
ENGINEERING TECHNICIAN III	\$48.13	\$48.13
ENGINEERING TECHNICIAN I/II*	\$22.33	\$22.33
CAD MANAGER	\$63.67	\$63.67
ASST. CAD MANAGER	\$51.33	\$51.33
CAD II *	\$47.25	\$47.25
GIS SPECIALIST III	\$51.00	\$51.00
GIS SPECIALIST I/II*	\$34.00	\$34.00
LANDSCAPE ARCHITECT	\$58.00	\$58.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$70.00	\$70.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$53.80	\$53.80
ENVIRONMENTAL RESOURCE SPECIALIST III	\$41.00	\$41.00
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$28.00	\$28.00
ENVIRONMENTAL RESOURCE TECHNICIAN*	\$40.00	\$40.00
ADMINISTRATIVE*	\$37.19	\$37.19
ENGINEERING INTERN	\$16.10	\$16.10
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



FIRM NAME  
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

Payroll Escalation Table  
Fixed Raises  
DLM 2.80

DATE 03/03/20  
PTB NO. Phase 1 Construction

OVERHEAD RATE  
129.05%

COMPLEXITY FACTOR  
% OF RAISE  
3.00%

8 MONTHS  
4/1/2020  
1/1/2021

CONTRACT TERM  
START DATE  
RAISE DATE

ESCALATION PER YEAR

4/1/2020	+	11/30/2020				
8		8				

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%



RHM ENGINEERS, INC.

975 Campus Drive, Mundelein, IL 60060  
 847.362.5959 | Fax 847.362.0864  
[www.rhmg.com](http://www.rhmg.com)

January 15, 2020

Mr. Darren T. Olson, P.E., CFM, D.WRE  
 Senior Water Resources Project Manager  
 Christopher B. Burke Engineering, Ltd.  
 9575 W. Higgins Road  
 Suite 600  
 Rosemont, IL 60018

Re: Proposal for Professional Engineering Services  
 Neighborhood Storage Project  
 Phase 1 Construction Engineering Services  
 Village of Wilmette

Dear Mr. Olson:

Pursuant to your request, we are pleased to submit our proposal for construction engineering assistance for the subject project.

### Background

The Neighborhood Storage Project Phase 1 involves the construction of an 18.6-acre-foot underground storage vault, site drainage improvements and new storm sewers. It is part of a multi-year project designed to address flooding issues for residents west of Ridge Road in Wilmette. CBBEL is the prime engineering consultant and Baxter & Woodman is subconsultant for the underground storage vault located at the Community Playfields. Because the underground storage vault is located between two schools on Park District property, Intergovernmental Agreements (IGA's) between the Village and the Park District and School District 39 are critical component of this project. Stakeholder involvement during the construction phase will be critical to the success of the project.

### Scope of Services

#### 1. Pre-bid / Award

- 1.1. **Review IGA's and Provide Comments as Appropriate** - RHMG will review the Intergovernmental Agreements (IGA's) between the Village and Wilmette Park District and between the Village and Wilmette Public Schools District 39. Comments regarding any critical or extraordinary provisions will be provided in the form of a technical memorandum.
- 1.2. **Familiarity Review of Plans and Specifications** - RHMG will review the plans and specifications for each of the construction constructs in order to become familiar with the project scope. Comments regarding any concerns and/or issues impacting either constructability or IGA requirements will be provided in the form of a technical memorandum.
- 1.3. **Attend Mandatory Pre-Bid Meeting** – RHMG will attend the mandatory pre-bid meeting, if one is scheduled.



Mr. Darren T. Olson, P.E., CFM, D.WRE  
Christopher B. Burke Engineering, Ltd.  
Re: Proposal for Professional Engineering Services  
Neighborhood Storage Project  
Village of Wilmette

January 15, 2020

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## **2. After Contract Award**

### **2.1. Meetings – RHMG will:**

- 2.1.1.** Attend project meetings including preconstruction meetings, mobilization meetings, weekly project meetings, etc.
- 2.1.2.** Lead weekly construction update meetings with stakeholders such as School District 39, Wilmette Park District and residents.
- 2.1.3.** Attend relevant stakeholder meetings (open houses), provide input and respond to evolving concerns.
- 2.1.4.** Review meeting minutes to confirm discussions, decisions, and action items.

### **2.2. Requests for Information (RFIs) – RHMG will review and provide input on requests from the contractors to use alternate materials or methods and other RFI matters as requested.**

### **2.3. Stakeholder Coordination/Communications – RHMG will:**

- 2.3.1.** Respond to stakeholder questions / concerns including concerns from the schools, Park District, residents, Cook County, and others impacted by the project.
- 2.3.2.** Serve as the point of contact for all stakeholder calls to the Village, manage issues arising from the calls, and assist the project team in resolving.
- 2.3.3.** Meet with residents to hear their concerns, communicate them to the project team and facilitate resolution.
- 2.3.4.** Act as a buffer for resident engineers, foremen, etc. in interacting with stakeholders.
- 2.3.5.** Assist Baxter and Woodman in providing website and email updates for the Community Playfield portion of the project.

### **2.4. Construction Observation – RHMG will:**

- 2.4.1.** Provide daily oversight review of sites and ongoing work for general conformance with plans and specifications. Focus will be with respect to IGA's and Park District sites.
- 2.4.2.** Monitor the project schedule and assist with issues to stay on schedule with respect to School District and Park District deadlines.



Mr. Darren T. Olson, P.E., CFM, D.WRE  
Christopher B. Burke Engineering, Ltd.  
Re: Proposal for Professional Engineering Services  
Neighborhood Storage Project  
Village of Wilmette

January 15, 2020

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2.4.3 Monitor traffic control and erosion control measures, accessibility, and IGA required measures. Assist resident engineers in making corrections as necessary.

2.5. **Optional Tasks** – If requested, RHMG can provide the following as additional scope items:

2.5.1. Review and / or confirm recommendations for pay requests.

2.5.2. Assist with coordination of utilities.

2.5.3. Issue project status reports.

#### **Project Team**

RHMG's services for the Village of Wilmette Neighborhood Storage Project Phase 1 Construction Engineering Services will be provided by Lisa M. Brock, P.E. Lisa has 31 years of professional experience. She is an excellent construction engineer in terms of both technical expertise and being proactive and communicating with the contractor, residents and other affected stakeholders. Lisa served in a similar role on the Village of Wilmette's West Park Sanitary Overflow Tank, Odor Control Building and Lift Station completed in 2015. A copy of Lisa's resume is included as Exhibit A.

#### **Proposed Fee**

RHMG proposes to perform the above services associated with Tasks 1 through 2.4 on an hourly rate basis, with a not-to-exceed fee limit of \$136,204. The basis of this fee limit is shown on the attached Exhibit B.

You may authorize this work by executing the signature block below and returning a copy of this letter.

Thank you for this opportunity to be of service to CBBEL and the Village of Wilmette. If you have any questions or need additional information regarding this proposal, please do not hesitate to contact me to discuss.

Sincerely yours,

RHMG ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "W. Rickert", is written over a horizontal line.

William R. Rickert, P.E., BCEE, CFM  
President

Attachments: Exhibit A – L.M. Brock Resume  
Exhibit B – Fee Estimate  
Exhibit C – General Terms and Conditions



Mr. Darren T. Olson, P.E., CFM, D.WRE  
Christopher B. Burke Engineering, Ltd.  
Re: Proposal for Professional Engineering Services  
Neighborhood Storage Project  
Village of Wilmette

January 15, 2020

Page 4

Authorization by Christopher B. Burke Engineering, Ltd.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By:(Printed) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**MANPOWER & FEE ESTIMATE**  
**NEIGHBORHOOD STORAGE PROJECT**  
**PHASE 1 CONSTRUCTION ENGINEERING SERVICES**  
**CBBEL/VILLAGE OF WILMETTE**

Task		Constr. Engineer
1.	Pre-bid/award	
	1.1. Review IGA's	8
	1.2. Familiarity review of plans & specifications	24
	1.3. Attend mandatory pre-bid meeting	4
2.	After contract award *	850
	2.1. Meetings	
	2.2. Requests for information (RFI's)	
	2.3. Stakeholder coordination/communication	
	2.4. Construction observation	
	Total Hours	886
	Rate	\$148.00
	Cost	\$131,128
	TOTAL LABOR	\$131,128
	DIRECT EXPENSES	\$5,076
	TOTAL ESTIMATED LABOR PLUS EXPENSES	\$136,204

\* Based on April - November at average of 25 hours/week  
= 34 weeks X 25 hours = 850 hours



**TESTING SERVICE CORPORATION**

*Corporate Office*

360 South Main Place, Carol Stream, IL 60138-2404  
630.462.2600 • Fax 630.653.2966

January 30, 2020

Mr. Kevin Wilson  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920

RE: P.N. 64,450  
Construction Material Engineering  
Wilmette WSNP Phase 1  
Wilmette, IL

Dear Mr. Wilson:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Christopher B. Burke Engineering, Ltd..

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

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- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.
- **QA Manager Services**
  - Review test results performed by our technicians in accordance with IDOT specification
  - Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
  - Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Fourteen Thousand Six Hundred Dollars (\$14,600.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Christopher B. Burke Engineering, Ltd. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2020.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

**Material Tester I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**Material Tester II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Kevin Wilson  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920  
Tel: (847) 823-0500  
email: kwilson@cbbel.com

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

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When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.  
Project Engineer

JRS:lm

Enc: General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

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### SCHEDULE OF CHARGES

#### ITEM I    FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 110.00
B. Material Tester II	Per Hour:	\$ 110.00
C. Transportation, Light Vehicle	Per Trip:	\$ 50.00

The time is portal-to-portal from the office servicing the project.  
Increase hourly rate by 1.5 for over 8.0 hours per day or Saturday.  
Increase hourly rate by 1.7 for Sunday or Holiday work.  
The minimum trip charge for 0 to 4 hours is four (4) hours and for  
4 to 8 hours is eight (8) hours Monday through Friday and eight (8)  
hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced  
at the Graduate Engineer Rate.

D. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 50.00
E. Pickup Concrete Test Samples		
1. Fewer than 20 Cylinders at Grade Level	Per Trip:	\$ 100.00
2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip:	\$ 150.00
F. Structural Steel Test Equipment		
1. Ultrasonic Flaw Detector	Per Day:	\$ 50.00
2. Magnetic Particle Yoke	Per Day:	\$ 35.00
G. Fire-Proofing		
1. Cohesion Test Supplies	Per Day:	\$ 60.00
2. Density Test	Each:	\$ 45.00

#### ITEM II    LABORATORY SERVICES

##### A. Soils

1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 200.00
b. Standard( AASHTO T99, ASTM D698)	Each:	\$ 190.00
c. Add for Methods B, C, or D	Each:	\$ 20.00

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

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2. Thin-Walled Tube Samples

- |   |       |          |
|---|-------|----------|
| a. Combined Water Content & Dry Unit Weight Determination | Each: | \$ 18.00 |
| b. Unconfined Compressive Strength                        | Each: | \$ 12.00 |

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (4"x8")

- |  |             |          |
|--|-------------|----------|
| a. Compressive Strength                | Each:       | \$ 15.00 |
| b. Spares/Handling Charge              | Each:       | \$ 15.00 |
| c. Trim End of Specimen When Necessary | Additional: | \$ 10.00 |

2. Concrete Test Cylinders (6"x12")

- |  |             |          |
|--|-------------|----------|
| a. Compressive Strength                | Each:       | \$ 18.50 |
| b. Spares/Handling Charge              | Each:       | \$ 18.50 |
| c. Trim End of Specimen When Necessary | Additional: | \$ 10.00 |

3. Concrete Beams for Flexural Strength Testing Each: \$ 50.00

4. Mortar Cubes

- |                         |          |          |
|-------------------------|----------|----------|
| a. Compressive Strength | Each:    | \$ 18.50 |
| b. 2" Cube Mold         | Per Day: | \$ 8.00  |

5. Contractor Made Cylinders Each: \$ 30.00

- |  |             |          |
|--|-------------|----------|
| a. Trim End of Specimen When Necessary | Additional: | \$ 10.00 |
|--|-------------|----------|

6. Evaluation of Mortars for Plain & Reinforced Masonry

- |                           |       |           |
|---------------------------|-------|-----------|
| a. Pre-Construction       | Each: | \$ 350.00 |
| b. Cement/Aggregate Ratio | Each: | \$ 50.00  |

7. Masonry Block Prisms Each: \$ 50.00

8. Sieve Analysis

- |                       |       |           |
|-----------------------|-------|-----------|
| a. Washed w/200 Sieve | Each: | \$ 100.00 |
| b. Unwashed           | Each: | \$ 75.00  |

C. Bituminous Concrete

1. Extraction Analysis

- |             |       |           |
|-------------|-------|-----------|
| a. Unwashed | Each: | \$ 185.00 |
| b. Washed   | Each: | \$ 205.00 |

2. Compaction of Bituminous Mixture by Gyratory

- |  |            |           |
|--|------------|-----------|
| Methods and Bulk Specific Gravity Test | Set of Two | \$ 185.00 |
|--|------------|-----------|

3. Theoretical Maximum Specific Gravity of Paving Mixture

Each: \$ 90.00

4. Determining Asphalt Content by Ignition Oven: Each: \$ 100.00

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

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5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
6. Bulk Density of Core Specimens	Each:	\$ 45.00

**ITEM III CONSULTATION AND REPORT PREPARATION**

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
D. Daily Engineering Services	Per Hour:	\$ 140.00
D. Transportation		
1. Light Vehicle	Trip Charge:	\$ 50.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile:	\$ 0.60
3. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2020.

Christopher B. Burke Engineering, Ltd.  
P.N. 64,450 - January 30, 2020

### ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Christopher B. Burke Engineering, Ltd. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	32.0	110.00	\$ 3,520.00
2	Material Tester II, Overtime	Hour		165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	8	50.00	\$ 400.00
4	Nuclear Moisture Density Gauge	Day	4	50.00	\$ 200.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		18.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each	2	180.00	\$ 360.00
7	Sieve Analysis, Aggregate	Each	2	100.00	\$ 200.00
Sub-Total:					\$ 4,680.00

Estimate Basis: Eight site visits to monitor trench backfilling and embankment testing.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	16.0	110.00	\$ 1,760.00
2	Material Tester I, Overtime	Hour		165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	4	50.00	\$ 200.00
4	Pickup Test Samples	Each	4	100.00	\$ 400.00
5	Concrete Test Cylinders (6"x 12")	Each	16	18.50	\$ 296.00
6	Concrete Test Cylinders (4"x 8")	Each		15.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each		100.00	\$ 0.00
Sub-Total:					\$ 2,656.00

Estimate Basis: Four site visits to test and sample concrete placed for sidewalks (2 trips), driveways (1 trip), and combination curb and gutter (2 trips).

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Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	24.0	110.00	\$ 2,640.00
2	Material Tester I, Overtime	Hour		165.00	\$ 0.00
3	Travel, Light Vehicle	Trip	6	50.00	\$ 300.00
4	Pickup Test Samples	Each		100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	6	50.00	\$ 300.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each		45.00	\$ 0.00
Sub-Total:					\$ 3,240.00

Estimate Basis: Six site visits to monitor the compaction of HMA mixes placed for leveling binder (1 trip), the bike path (1 trip), N50 binder course (2 trips) and N50 surface course (2 trips).

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	25	160.00	\$ 4,000.00
2	QA Manager	Hour	0	140.00	\$ 0.00
Sub-Total:					\$ 4,000.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 14,576.00

RECOMMENDED BUDGET: \$ 14,600.00

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