

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE
and CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PHASE I ENGINEERING SERVICES
for THE EAST BRANCH DUPAGE RIVER TRAIL - PART B NORTH
from ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH (SEGMENT I)
SECTION NO. 19-00002-07-BT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Christopher B. Burke Engineering, Ltd., licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional Phase I preliminary engineering services for the East Branch DuPage River Trail (EBDRT) from St. Charles Road to the Illinois Prairie Path, Section: 19-00002-07-BT (hereinafter referred to as PROJECT-PART B NORTH); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional preliminary-Phase I engineering services and is willing to perform the required services for an amount not to exceed \$539,499.00 for PROJECT-PART B NORTH; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) for the work covered by this AGREEMENT and is in good standing and has not been barred from performing work for IDOT; and

WHEREAS, the COUNTY has developed an Environmental Roadway Design dated July 2001 and is incorporating said design into all projects. The CONSULTANT acknowledges the necessary resources to comply with the Environmental Roadway Design are included in this scope of work; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT-PART B NORTH necessitates this scope of work.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise, and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT-PART B NORTH.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the County Engineer, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

- 3.2 In addition to the Notice to Proceed, the County Engineer, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibit A attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the County Engineer or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT-PART B NORTH.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT-PART B NORTH after the COUNTY issues its written Notice to Proceed after the execution of the AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT-PART B NORTH within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the County Engineer directs, the deliverables specified in Exhibit A or as otherwise agreed to by the COUNTY and the CONSULTANT.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$539,499.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of \$539,499.00. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT-PART B NORTH.

7.4 Direct costs, which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.

- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount— invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in

whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials, and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be

purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall, to the extent permitted by law indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own

agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses, or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the

AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether

the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupagecounty.gov/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on October 31, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2026.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

- 18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Christopher B. Burke, LTD.

9575 W. Higgins Road, Suite 600

Rosemont, IL 60018

ATTN: Michael Matkovic, P.E.
Vice President

PHONE: 847.823.0500

EMAIL: mmatkovic@cbbel.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson, P.E.
County Engineer

PHONE: 630.407.6900

EMAIL: William.eidson@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT

shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT Michael Matkovic, Vice President, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (EXHIBIT D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT-PART B NORTH with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT-PART B NORTH to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT-PART B NORTH.

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IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

CHRISTOPHER B. BURKE, LTD.

Deborah A. Conroy, Chair
DuPage County Board

BY: _____

Print
Name: _____

Michael Kerr

Title: _____

President

ATTEST BY:

Jean Kaczmarek
County Clerk

ATTEST BY:

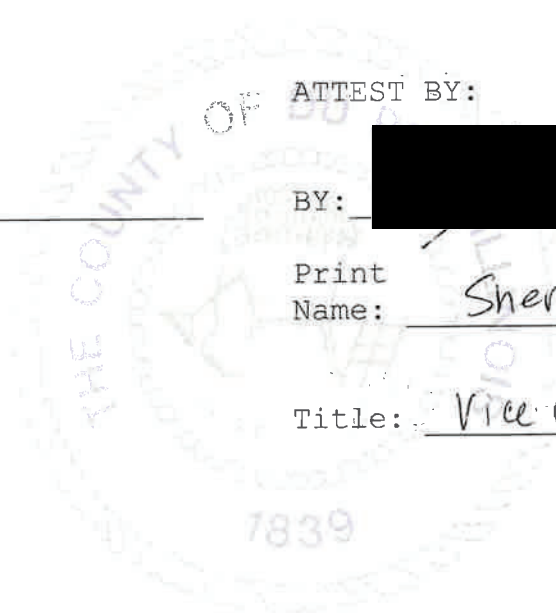
BY: _____

Print
Name: _____

Sherry Sporina

Title: _____

Vice President/Director of
Marketing





ST. CHARLES ROAD TO ILLINOIS PRAIRIE PATH
PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

PROJECT OVERVIEW

The following provides the proposed scope of services for Christopher B. Burke Engineering, Ltd. (CBBEL) to complete Phase I Engineering on behalf of the DuPage County Division of Transportation (County) for the East Branch DuPage River Trail (EBDRT) from St. Charles Road to the Illinois Prairie Path (IPP), in follow up to previous feasibility analyses and the resulting Memorandum of Understanding (MOU) between the County and Tollway.

There is an existing section of the EBDRT within the Churchill Prairie Nature Preserve from the Great Western Trail to the ranger station north of St. Charles Road. This project will extend the EBDRT approximately 1.3 miles south from St. Charles Road to the IPP passing through the Churchill Woods Forest Preserve, Tollway and UPRR ROW, and Glenbard Wastewater Authority (GWA)/Lombard property. This section of the EBDRT is located within the Villages of Glen Ellyn and Lombard and unincorporated DuPage County.

No federal funding will be used for any phase of project development, therefore Phase I Design Approval from IDOT and/or FHWA is not required. The Phase I Study will be processed through the County only and documented via an abbreviated technical memorandum.

A 24-month schedule is anticipated for completion of the Phase I Study after authorization to proceed. The following describes the individual work tasks included in the overall scope of work for this Phase I Study.

SCOPE OF SERVICES

Task 1 – Data Collection

CBBEL will collect and review additional data required for completion of Phase I Engineering. Since data has already been collected as part of previous studies for much of the corridor, this task is focused on supplementation and updating existing data as needed. The GIS database will be updated throughout the project development process as information changes and as new information becomes available.

Task 2 – Survey, ROW, and Utility Coordination

This task includes completion of topographic survey work for the preliminary location and compilation of base maps, at 1"=20' scale with the elevations referenced to NAVD88 (U.S. Survey Feet).

Survey Coordination:

Coordinate survey to be completed by SPACECO, INC. See attached proposal and exhibits for survey, and CAD deliverable in V8i. The anticipated cost for the survey is included in the cost estimate as an outside direct cost by SPACECO, INC. This task includes any additional drone flight services and data products as requested by the County.

Existing Right-of-Way Coordination:



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PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

There are several property owners and complex ROW boundaries and easement overlays within the study area that are an important factor in design development. CBBEL will establish the existing right-of-way along the EBDRT within the identified survey limits, based on monumentation found in the field, and based on available plats of highways, subdivision plats and any other available information.

Utility Coordination:

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including watermain, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into a base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE coordination, which is typically limited to public right-of-way and limited areas adjacent to public right-of-way.

Base Mapping:

CBBEL will compile all of the above information into base maps at 1"=20' scale and tied to the existing DuPage County 1' contour mapping, that is representative of existing conditions for the Preferred Alternative location for use in developing the detailed plan, profile and cross sections for the Preferred Alternative, and for completion of the Phase I Study.

Task 3 – Alternatives Analysis and Preliminary Plans

"Part A" concluded with the Tollway and DuPage County entering a Memorandum of Understanding (MOU) to complete a detailed evaluation of the I-355 viaduct under UPRR for the EBDRT crossing. The goal of the Phase I Study is to evaluate the I-355 underpass to the level of design required to obtain concurrence from the Tollway and UPRR for its use. The I-355 underpass alternatives evaluation will include:

- Confirm design criteria,
- Evaluate near-term improvement on I-355,
- Consider Tollway operations and potential future I-355 conditions,
- Identify utility conflicts and other notable impacts.

Coordination with the Tollway and UPRR is expected to continue into Phase II Design Engineering to obtain permit approval.

After the alternatives analysis is complete, a complete set of preliminary EBDRT plans, profiles, and cross-sections will be prepared for the Preferred Alternative. The plan and profile sheets for the Preferred Alternative are anticipated to be prepared at 1" = 20' scale. Cross sections will be prepared approximately every 100' along the EBDRT alignment.

Based on the agreed typical section for the EBDRT, CBBEL will prepare the Phase I plan and profile sheets for the Preferred Alternative showing existing and proposed horizontal and vertical geometry, along the EBDRT alignment. Additional proposed cross-sections will be prepared at sensitive locations or near grade-controlling features to determine level of impact and/or to ensure impact avoidance. Cross-sections will be developed utilizing the survey completed by SPACECO, INC. and supplemented



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PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

with DuPage County 1' LiDAR contour mapping as/if required. Prepared cross-sections will show existing right-of-way (as applicable), existing grade, proposed grade (top surface only) and any (if any) proposed right-of-way and easements where necessary.

This task will also include development of a detailed cost estimate for the Preferred Alternative that will be included in the Phase I tech memo.

This task includes responding to any agency or public comments received on the plans, profile, and cross-sections. This task also includes updating the preliminary engineer's estimate of cost to reflect changes to the proposed improvement plan.

Task 4 – Environmental Analysis and Coordination

This work task includes completion of environmental field review, analysis, and coordination to complete Phase I Engineering to set up for future permitting. However, no submittals or coordination with IDOT or FHWA will be completed. Environmental surveys, analyses, and coordination will be completed by CBBEL. The following work will be completed as part of this task:

Special Land Review: It is understood that no federal funds or FHWA involvement are anticipated for the proposed improvements. Although the EBDRT will be constructed on FPDDC property, it is also anticipated that FPDDC will agree to be a non-participating project co-sponsor. Although a USACE permit will be required, since the project is advancing without federal funds, it is assumed that a separate Section 4(f) evaluation for potential impacts to public lands will not be required.

Special Waste Review: A special waste evaluation of the project area will be completed by CBBEL, which will be documented via preparation of an abbreviated Preliminary Environmental Site Assessment (PESA) technical memorandum. The results of the abbreviated PESA tech memo will identify areas of Recognized Environmental Conditions (RECs) for avoidance or which may require more detailed testing during subsequent Phase II engineering. PESA services include a cursory field investigation in which all parcels within and immediately adjacent to the project site are visited to look for evidence of RECs such as underground and above-ground storage tanks, leaking underground storage tanks, the historic presence of hazardous waste handling and/or storage sites, historic hazardous waste spills, potential contaminated soils, pavement staining, malfunctioning transformers, solid waste or other adverse site conditions such as noxious odors or tenants likely to be using or handling hazardous substances. A database search is completed for known tenants and addresses to identify any known presence or release of toxic or hazardous substances into the environment within the project site as reported to federal and state regulatory agencies. A review of past aerial photography and topographic maps is also performed to identify changes in historic land uses or past tenants that may have used or released toxic or hazardous substances. An abbreviated tech memo is compiled to present the results of the PESA investigation for approval by the County.



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PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

Waters of the US/Wetland Verification: Waters of the US/wetland delineations were previously completed in 2019 and 2020 for portions of the study area as part of the Alignment Study, and one comprehensive letter report was prepared from north of St Charles Road to Butterfield Road.

Under the DuPage County Countywide Stormwater & Floodplain Ordinance, wetland boundaries are valid for two years after the date of DuPage County verification. Phase I completion is anticipated in 2025-2026, and Phase II completion is anticipated in 2026-2027 depending on land acquisition. Therefore, due to the age of the previous delineation, updated waters of the US/wetland delineations will be required for Phase II permitting and the delineation and verification will be deferred until Phase II to meet the DuPage County verification requirements for permitting. No Waters of the US/Wetland delineation update or verification will occur under this Phase I contract, and the 2019 wetland delineation will be used for Phase I planning.

Wetland Impact Evaluation: Waters of the US/wetland impact evaluation (WIE) will be deferred to Phase II permitting.

Threatened & Endangered Species Consultation: CBBEL will submit a request for Threatened & Endangered (T&E) species consultation and notifications of regulatory compliance with the Illinois Department of Natural Resources (IDNR) via the Ecological Compliance Assessment Tool (EcoCAT) and complete the online US Fish and Wildlife Service (USFWS) T&E species consultation process via the Information for Planning and Consultation (IPaC) website.

Based on our current knowledge of the project corridor, we have included an Eastern Prairie Fringed Orchid survey and Bridge/Structure Bat Assessment (with respect to the Northern Long-Eared Bat) as separate tasks below. Additional agency coordination may be required to address the potential presence of additional T&E species or associated habitat to complete the consultation process. We have included time for approximately 2 days of field reconnaissance to comment on the potential presence of T&E species and associated habitat and prepare a memorandum of findings to address expected IDNR or USFWS comments.

A separate contract will be prepared to cover the cost of additional services if additional biological surveys, a Biological Assessment, or Incidental Take Authorization are required to complete the consultation process.

Eastern Prairie Fringed Orchid Survey: The Eastern Prairie Fringed Orchid (EPFO) is a federally threatened and state/Illinois endangered flowering plant. Based on the waters of the US/wetland delineations previously completed for the project corridor, high quality wetlands were identified at Churchill Woods Forest Preserve. High quality wetland areas may provide EPFO habitat. Guidelines for evaluating potential habitat and a timeframe for performing EPFO field surveys in northeastern Illinois have been developed by the USFWS.



EAST BRANCH DUPAGE RIVER TRAIL

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If the proposed improvements could potentially impact high quality wetlands (based on the wetland delineation update), CBBEL will determine if the high-quality wetlands meet EPFO search criteria. If the EPFO search criteria are met, CBBEL will complete an EPFO field survey in accordance with USFWS protocol. EPFO field surveys are to be performed on three non-consecutive days in June/July when the EPFO generally blooms. This task includes the field survey, summary memorandum, and coordination.

Bridge/Structure Bat Assessment: In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge/Structure Bat Assessment (BBA) at applicable bridges and culverts (e.g., culverts with a vertical opening ≥ 48 -inches) within the study limits.

Based on a review of the IDOT Bridge/Structure Information website and coordination completed to date, we estimate that there are five (5) bridges/culverts that will require a BBA along the project corridor (culvert in Churchill Woods, Crescent Blvd over I-355, UPRR over I-355, Hill Ave over I-355, and GWA access road over outlet). This scope includes coordination, fieldwork, photo log, location map, and BBA form. Two CBBEL staff will complete the BBA fieldwork.

This scope assumes that the bridge/structure components that need to be viewed as part of the BBA will be accessible/visible (e.g., a boat will not be required). This task does not include equipment rental or shoulder/road closure. This task does not include a bat survey (e.g., mist-netting) or acoustic monitoring.

Cultural and Archaeological Resource Coordination: CBBEL will initiate consultation with the Illinois State Historic Preservation Office (SHPO) to obtain project clearance with respect to cultural and archaeological resources. The proposed project must take into consideration the effect the project may have on any property listed or eligible for listing on the National Register of Historic Places. This task includes consultation with the SHPO regarding the identification of National Register eligible and listed cultural resources and archeological sites, the project's Area of Potential Effects (APE), and coordination with the SHPO should a Phase I Archaeological Survey be required. Project documentation is anticipated to include a cover letter, exhibits, and photo log of bridges, applicable culverts, and other above-ground structures within the APE. This task includes one APE field visit.

The following Acts and Policies will be addressed as part of the SHPO consultation:

- Section 106 of the National Historic Preservation Act of 1966 (as amended)
- Archaeological and Paleontological Resources Protection Act
- Human Remains Protection Act
- Illinois State Agency Historic Resource Preservation Act (Section 707)

Note: Per coordination with the FPDDC, the Illinois State Archaeological Survey (ISAS) indicated there are no listed archaeological sites in Churchill Woods Forest Preserve, but there are several within a mile of the preserve, and ISAS suggested an archaeological survey of the proposed EBDRT location. This task includes coordination to complete an archaeological survey. The anticipated cost for the archaeological survey is included in the cost estimate as an outside direct cost by others.



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Task 5 – Drainage Analysis and Reports:

It is assumed that the Illinois Tollway and other local agencies will require an abbreviated Drainage Technical Memorandum (DTM) for locations where the EBDRT has impacts on the Tollway or other local agency right-of-way, for review and approval. The DTM will include a review of existing and proposed drainage patterns within the right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the DuPage County Stormwater Management Ordinance and other Best Management Practices. On this basis, it is assumed that one combined DTM will be prepared for:

- I-355 Underpass and Tollway right-of-way (for Tollway approval)
- Churchill Woods from St. Charles Road to Crescent Blvd. (for DCSM/FPDDC approval)
- GWA property from Hill Avenue to IPP (for DCSM/Glen Ellyn/Lombard approval)

It is assumed that the proposed EBDRT will meet all conditions to be exempt from Site Runoff Storage and Post Construction Best Management Practices requirements as stated in the DuPage County Countywide Stormwater & Floodplain Ordinance.

No EBDRT crossings are anticipated as part of this Phase I Study. Therefore, no hydraulic modeling nor Hydraulic Reports are expected.

Task 6 – Structural Analysis and Reports

This task includes completion of all required structural analysis and reports for the EBDRT Preferred Alternative for review and approval as part of Phase I Engineering.

Based on the previous results of the EBDRT Alignment Study and Tollway coordination, the following structural analysis and reports are anticipated to be required by location, contingent upon the final Preferred EBDRT alternative identified as part of Phase I Engineering:

- Bridge Condition Report and Alternatives Analysis: I-355 Underpass (Crescent Blvd, UPRR, and Hill Ave.) for coordination with Tollway and UPRR
- Preliminary TSL for EBDRT at I-355 Underpass (showing near-term and future add lane use)
- Preliminary TSL for EBDRT retaining walls adjacent to I-355 underpass
- Concept designs for additional retaining walls south of Hill Avenue adjacent to GWA property
- Preliminary TSL for pedestrian bridge over GWA outlet
- Preliminary TSL for pedestrian bridge connection at IPP

Full structural plans are deferred to Phase II.

Geotechnical Investigations

For modifications of existing bridges and/or new retaining walls near existing bridges, locations of new retaining walls or new elevated boardwalks, structural borings will be required to complete the TSL drawings. The anticipated cost for geotechnical investigations is included in the cost estimate as an outside direct cost by TSC.



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Task 7 – Initial UPRR, ICC, and ComEd Petitions

This task includes the Public Project Highway-Rail Crossing Submittal to the UPRR and follow-up coordination during the Phase I Study for up to 24 months per the UPRR Public Projects Manual (PPM) schedule, including:

- A. The Concept Layout (Plans and Site Pictures) and
- B. 30% Plans submittal to the UPRR (applicant concept comment response, design plans, project Specifications list, drainage report and plan, detailed Highway-Rail Crossing layout).
- C. Coordination with the UPRR is expected to continue into Phase II Design Engineering to obtain Final Plans approval.

There is a wide range of management and design review costs per UPRR PPM Table 11.1. The “General Maintenance Bridge Roadway Work” or “Grade Separation (RR Under)” estimate was used for this Phase I Engineering estimate (\$25,000), and the initial UPRR preliminary engineering fee is included in the cost estimate as a direct cost. Any additional UPRR review fees will be processed as a supplement.

This task also includes submittal of the ComEd ROW real estate petition and follow-up coordination to gain concurrence to use ComEd real estate and easements for the EBDRT.

Task 8 – Agency Coordination

Coordination as required for review/approval of the EBDRT proposed improvement plans is anticipated with:

- Tollway (2)
- Glenbard Wastewater Authority (GWA, 2),
- Forest Preserve District of DuPage County (FPDDC, 2),
- DuPage County Stormwater Management (DCSM, 2),
- ComEd (2),
- Village of Glen Ellyn (1), and
- Village of Lombard (1).

For purposes of estimating the level of effort required for agency coordination requiring preliminary plan concurrence, it is assumed that two (2) meetings will occur with the Tollway, GWA, FPDDC, DCSM, and ComEd while one (1) meeting will occur with ComEd, Village of Glen Ellyn, and Village of Lombard for a total of (12) agency coordination meetings.

Task 9 – Public Involvement

Stakeholder coordination will be an essential component to ensure that all existing deficiencies and stakeholder concerns are identified and addressed as part of the development and evaluation process. While an integral part of the Alignment Study, no follow-up Steering Committee Meetings are anticipated since different key stakeholders have been identified for the Phase I Study.

Website Updates



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The EBDRT project website is anticipated to be updated bi-annually with project material during the study to provide the public with project information (up to 4 updates).

Public Information Meeting

One Public Information Meeting (PIM) is anticipated to be held as part of Phase I Engineering.

The PIM will be held to present the EBDRT proposed improvement plans near the conclusion of the Phase I Study. The PIM provides an opportunity for a larger cross section of project stakeholders to provide their comments on the proposed improvement plan and design elements.

The work associated with preparing for and holding the PIM includes the follow:

- CBBEL will determine PIM meeting date, time, and platform/ format. The PIM will be set up in-person in an open house format with meeting material posted to the project website as well.
- CBBEL will prepare the meeting notifications, which may include invitation letters to key stakeholders and public officials, DuDOT and FPDDC website announcements, public notices posted at various locations including DuDOT and FPDDC offices, adjacent communities, and postcards to nearby property owners along the EBDRT.
- CBBEL will prepare the PIM brochure to describe the project, PIM website information, and input being requested.
- CBBEL will prepare the comment response form or survey to collect feedback.
- DuDOT will create the mailing list of key stakeholders and surrounding property owners.
- DuDOT will post, print, and send the PIM notifications, postcards, invitation letters, brochures and comment forms to recipients.
- CBBEL will prepare the PIM display exhibits and narratives.
- CBBEL will compile a list of the comments received and responses to comments to post on the webpage at the end of the comment period.
- A summary of the PIM will not be prepared for distribution or for inclusion in the tech memo.

Task 10 – Phase I Tech Memo

The project is non-federal, and an abbreviated technical memorandum will be used for internal documentation purposes. This task will involve integration of project data, project related text, maps, and engineering studies for County concurrence. Specifically, this work item will include the following:

- Prepare exhibits including location map, environmental base maps, typical sections, and proposed improvement plan exhibits
- Description of applicable Design Criteria and documentation of any (if any) Design Exceptions approved by the County/Tollway
- Documentation of all environmental coordination and permit requirements
- Documentation of stakeholder and agency coordination
- Submittal of the Phase I tech memo to DuDOT for approval.

Copies of the final approved tech memo will be prepared in digital format.



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Task 11 – Project Management and Coordination

This task includes overall project coordination with DuDOT not included in other tasks, as well as project management. Project management includes preparation of monthly status reports, and internal project coordination over the course of the anticipated 24-month Phase I Engineering schedule. Twelve (12) bi-monthly DuDOT coordination meetings are anticipated to be required for the project development process.



**East Branch DuPage River Trail
St. Charles Rd to IPP Work Hour Estimate**

TASK		CBBEL Workhours
EBDRT from St. Charles Road to IPP Phase I Study		
1 Data Collection		
a	Review and update GIS Database	8
b	Field review of key project elements and features, areas of concern/constraint for FPDDC, UPRR, and GWA coordination (2 ppl x 8 hrs)	16
c	Review flood frequency elevation data from EBDR Regulatory FEQ Model PVSTATS output for trail flood frequency protection determination/iterations	8
		32
2 Survey, ROW, and Utility Coordination		
a	Survey Coordination (see separate subconsultant proposal as direct cost)	8
b	Existing Right-of-Way Coordination	60
c	Utility Coordination	28
d	Base Mapping (1"=20' scale)	8
		104
3 Alternatives Analysis and Preliminary Plans		
a	Confirm design criteria	4
b	Preliminary design of horizontal and vertical alignment	48
c	Identify utility conflicts and other notable impacts	8
d	Compile and report design exceptions for DuDOT and Tollway concurrence	12
e	Preliminary plan sheets will include:	
f	Typical Sections (at FPDDC Ranger Driveway, along Ex FPDDC Path, along new FPDDC Path, under Crescent, UPRR, Hill, for near-term and future add-lanes, along Hill, at GWA)	48
g	Trail and Drainage Plan and Profile (1"=20' horizontal, 1"=5' vertical) approximately 1.3 miles and 3 crossing/connections at Crescent, Hill, IPP)	96
h	Existing and Proposed cross sections at 100' intervals plus critical locations (estimate 70 cross sections at 1/2 hour each on average)	35
i	Tollway Near-Term Exhibits for UPRR/Tollway Coordination (6 bridges & new retaining walls near I-355)	30
j	Tollway Future Add-Lanes Exhibits for UPRR/Tollway Coordination (6 bridges & new retaining walls near I-355)	30
k	Develop Preliminary Engineer's Estimate of Probable Costruction Cost	24
l	Revise preliminary plans based on agency review comments	80
m	Revise cross sections based on agency review comments	36
n	Update Engineer's Estimate of Probable Costruction Cost	24
		475
4 Environmental Analysis and Coordination		
a	Special Land Review	20
b	Special Waste Review	60
c	Waters of the US/Wetland Verification and WIE deferred to Phase II	0
d	Threatened & Endangered Species Consultation	81
e	Eastern Prairie Fringed Orchid Survey	73
f	Bridge/Structure Bat Assessment	68
g	Tree Tabulation and Evaluation deferred to Phase II	0
h	Cultural and Archaeological Resources Coordination	77
		379
5 Drainage Analysis and Reports		
a	Location Drainage Study (Existing Drainage Plan, Identified Drainage Problems and Identified Base Floodplain, Design Criteria, Outlet Evaluation, Drainage Alternatives, Local and other Agency Coordination, Proposed Drainage Plan, BMP White Paper, LDS Assembly)	436
d	Abutment scour calculations for two ped bridge TSLs	16
		452



**East Branch DuPage River Trail
St. Charles Rd to IPP Work Hour Estimate**

6 Structural Analysis and Reports		
a	Bridge Condition Report and Alternatives Analysis: I-355 near-term and future add-lanes	160
b	TSL for EBDRT at I-355 Underpass	80
c	TSL for EBDRT north retaining wall adjacent to I-355 underpass	80
d	TSL for EBDRT south retaining wall adjacent to I-355 underpass	80
e	Concept designs for additional retaining walls south of Hill Avenue and adjacent to GWA property	40
f	TSL for pedestrian bridge over GWA outlet	80
g	TSL for pedestrian bridge connection at IPP	80
		600
7 Initial UPRR, ICC, and ComEd Petitions		
a	Preliminary UPRR Public Project Highway-Rail Crossing Submittals and follow-up coordination (Including Design "A": Concept Plan and Design "B": 30% Plans. Design "C": Final Plans deferred to Phase II)	96
b	ICC Coordination (3 ppl x 6 hrs including prep and meeting summary)	18
c	ComEd Real Estate Petition and follow-up coordination for Phase I Concurrence	72
		186
8 Agency Coordination		
a	Agency Coordination Meetings (2 Tollway, 2 GWA, 2 FPDDC, 2 DCSM, 2 ComEd, 1 Village of Glen Ellyn, 1 Village of Lombard) 2 ppl x 6 hrs each (includes material prep, attendance, meeting summary)	144
b	Respond to agencies, organizations, and other various stakeholder requests and follow-up coordination (avg. 4 hrs per month for 24 months)	96
		240
9 Public Involvement		
a	Project Website Maintenance (4 updates at 6 hours each)	24
b	1 Public Information Meeting	
	Update webpage and upload all meeting material for in-person open house	10
	Prepare digital postcard and public advertisement to be posted on communities websites and at various locations including DuDOT and FPDDC offices, and adjacent communities	8
	Prepare meeting brochure and comments response form	48
	DuDOT to prepare letters to public officials (if desired)	0
	DuDOT to prepare mailing lists of key stakeholders and surrounding property owners and print and send the prepared postcard, meeting brochure, and comment response form to recipients	0
	Prepare meeting display exhibits and narrative descriptions	52
	Open House format with no virtual presentation video	0
	Attend in-person Open House Public Information Meeting (3 ppl x 4 hrs each)	12
	County Staff to host sign-in table and at least 2 engineers to attend Open House Public Information Meeting (3 ppl x 4 hrs each)	0
	Compile and prepare responses to comments received during comment period and post to webpage	32
	Prepare meeting summary	12
		174
10 Phase I Tech Memo		
a	Draft Tech Memo	40
b	Address DuDOT review comments for Draft tech memo	16
c	Prepare and submit Final Phase I Tech Memo	12
		68
11 Project Management and Coordination		
a	DuDOT Bi-Monthly Status Meetings (12 mtg x 2 ppl x 2 hour, does not include preparing meeting summaries)	48
d	Monthly Progress Reports. 24 months x 2hrs	48
e	Project Administration/Management. 24 months x 4hrs	96
		192
Total:		2,902



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 2/9/2024
Consultant / Subconsultant Name Christopher B. Burke Engineering, Ltd.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	132.88%
START DATE	6/3/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	6/2/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/3/2024	1/1/2025	7	29.17%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	6/1/2026	5	21.68%

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	19-00002-07-BT
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.84%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$82.63	\$84.15
Engineer V	\$72.59	\$73.93
Engineer IV	\$59.41	\$60.50
Engineer III	\$46.80	\$47.66
Engineer I/II	\$36.22	\$36.89
Survey V	\$85.04	\$86.00
Survey IV	\$76.25	\$77.65
Survey III	\$66.63	\$67.86
Survey II	\$54.50	\$55.50
Survey I	\$38.75	\$39.46
Engineering Technician V	\$68.90	\$70.17
Engineering Technician IV	\$64.03	\$65.21
Engineering Technician III	\$42.86	\$43.65
Engineering Technician I/II	\$30.00	\$30.55
CAD Manager	\$70.83	\$72.13
CAD Technician II	\$53.29	\$54.27
GIS Specialist III	\$58.00	\$59.07
Landscape Architect	\$65.00	\$66.20
Landscape Designer III	\$40.50	\$41.25
Environmental Resource Specialist V	\$76.01	\$77.41
Environmental Resource Specialist IV	\$60.78	\$61.90
Environmental Resource Specialist III	\$52.75	\$53.72
Environmental Resource Specialist I/II	\$30.92	\$31.49
Environmental Resource Technician	\$45.30	\$46.13
Engineering Intern	\$18.88	\$19.23
Business Operations Department	\$57.69	\$58.75

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	19-00002-07-BT
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
SPACECO, INC	14,526.00	1,452.60
TSC Corp	7,107.00	710.70
Total	21,633.00	2,163.30

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

N/A

DIRECT COSTS WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging	Actual Cost			\$0.00
Lodging Taxes and Fees	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum			\$0.00
Vehicle Mileage	Up to state rate maximum	2220	\$0.67	\$1,487.40
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	62	\$1.00	\$62.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting docum			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documenta	5	\$20.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documenta			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documenta			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
8 1/2 x 11 color laser	Actual Cost Per Page	400	\$0.55	\$220.00
8 1/2 x 11 color stock	Actual Cost Per Page	400	\$0.10	\$40.00
8 1/2 x 11 card stock	Actual Cost Per Page	400	\$0.12	\$48.00
Web Site	Actual Cost	1	\$264.00	\$264.00
Advertisements	Actual Cost	1	\$250.00	\$250.00
Public Meeting Facility Rental	Actual Cost	0		\$0.00
Public Meeting Exhibits/Renderings & Equipme	Actual Cost			\$0.00
Scan Setup	Actual Cost	50	\$0.50	\$25.00
Scan to File	Actual Cost	50	\$2.00	\$100.00
Color Scan to pdf	Actual Cost	50	\$1.40	\$70.00
11x17 Color Paper	Actual Cost Per Page	200	\$0.16	\$32.00
11x17 Color Laser	Actual Cost Per Page	200	\$0.95	\$190.00
Digital Bond Prints	Actual Cost Per Square Foot	200	\$0.16	\$32.00
Color Inkjet Prints	Actual Cost Per Square Foot	200	\$2.70	\$540.00
I-355 Traffic Control Protection	Actual Cost	1	\$3,500.00	\$3,500.00
Record Document Search & Union Pacific Val	Actual Cost	1	\$500.00	\$500.00
UPRR Initial Design Review Fee	Actual Cost	1	\$25,000.00	\$25,000.00
Archaeological Report	Actual Cost	1	\$2,697.00	\$2,697.00
EDR Report	Actual Cost	1	\$350.00	\$350.00
INHD Data	Actual Cost	1	\$200.00	\$200.00
				\$0.00
TOTAL DIRECT COSTS:				\$35,707.40

Task 1 - 2 ppl trips x 60 mi = 120 mi
 Task 2 - 2 ppl trips x 60 mi = 120 mi
 Task 3 - no trips
 Task 4 - 12 ppl trips x 60 mi = 720 mi
 Task 5 - 4 ppl trips x 60 mi = 240 mi
 Task 6 - 2 ppl trips x 60 mi = 120 mi
 Task 7 - no trips
 Task 8 - 12 x 1/2 meetings x 2 ppl trips x 60 mi = 720 mi
 Task 9 - 1 meeting x 3 ppl x 60 mi = 180 mi
 Task 10 - no trips
 Task 11 - no trips

Scanning handwritten public comments for PIM record and potential scans of historic or as-built plans to digital files

from HSC

from MARS
 EDR standard fee covers 2 streets

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 132.88%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1 Data Collection		32	1,598	2,123	527		4,248	0.79%
2 Survey, ROW, and Utility Coordination	4,080	104	5,877	7,809	1,939	45,716	61,341	11.37%
3 Alternatives Analysis and Preliminary Plans		475	23,263	30,912	7,677		61,852	11.46%
4 Environmental Analysis and Coordination	3,729	379	23,076	30,664	7,615		61,355	11.37%
5 Drainage Analysis and Reports		452	22,048	29,297	7,276		58,621	10.87%
6 Structural Analysis and Reports		600	34,197	45,441	11,285	37,506	128,429	23.81%
7 Initial UPRR, ICC, and ComEd Petitions	25,000	186	9,940	13,208	3,280		26,428	4.90%
8 Agency Coordination		240	12,829	17,047	4,234		34,110	6.32%
9 Public Involvement	2,898	174	9,481	12,598	3,129		25,208	4.67%
10 Phase I Tech Memo		68	3,055	4,060	1,008		8,123	1.51%
11 Project Management and Coordination		192	12,003	15,950	3,961		31,914	5.92%
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Subconsultant DL							\$2,163.30	0.40%
Direct Costs Total ==>	\$35,707.40						\$35,707.40	6.62%
TOTALS		2902	157,367	209,109	51,931	83,222	539,499	100.00%

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 Data Collection			2 Survey, ROW, and Utility Coordination			3 Alternatives Analysis and Preliminary Plans			4 Environmental Analysis and Coordination			5 Drainage Analysis and Reports		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.15	10.0	0.34%	0.29															
Engineer V	73.93	329.0	11.34%	8.38	4	12.50%	9.24	2	1.92%	1.42	20	4.21%	3.11	5	1.32%	0.98	40	8.85%	6.54
Engineer IV	60.50	448.0	15.44%	9.34	4	12.50%	7.56				80	16.84%	10.19				60	13.27%	8.03
Engineer III	47.66	680.0	23.43%	11.17	8	25.00%	11.92				160	33.68%	16.05				80	17.70%	8.44
Engineer I/II	36.89	526.0	18.13%	6.69	12	37.50%	13.83				160	33.68%	12.43				200	44.25%	16.32
Survey V	86.00	2.0	0.07%	0.06				2	1.92%	1.65									
Survey IV	77.65	12.0	0.41%	0.32				12	11.54%	8.96									
Survey III	67.86	16.0	0.55%	0.37				16	15.38%	10.44									
Survey II	55.50	28.0	0.96%	0.54				28	26.92%	14.94									
Survey I	39.46	32.0	1.10%	0.44				32	30.77%	12.14									
Engineering Technician V	70.17	0.0																	
Engineering Technician IV	65.21	0.0																	
Engineering Technician III	43.65	0.0																	
Engineering Technician I/II	30.55	0.0																	
CAD Manager	72.13	72.0	2.48%	1.79				4	3.85%	2.77	22	4.63%	3.34				16	3.54%	2.55
CAD Technician II	54.27	345.0	11.89%	6.45				8	7.69%	4.17	25	5.26%	2.86				40	8.85%	4.80
GIS Specialist III	59.07	54.0	1.86%	1.10	4	12.50%	7.38				8	1.68%	0.99	26	6.86%	4.05	16	3.54%	2.09
Landscape Architect	66.20	0.0																	
Landscape Designer III	41.25	0.0																	
Environmental Resource Specialist V	77.41	70.0	2.41%	1.87										70	18.47%	14.30			
Environmental Resource Specialist IV	61.90	100.0	3.45%	2.13										100	26.39%	16.33			
Environmental Resource Specialist III	53.72	178.0	6.13%	3.30										178	46.97%	25.23			
Environmental Resource Specialist I/II	31.49	0.0																	
Environmental Resource Technician	46.13	0.0																	
Engineering Intern	19.23	0.0																	
Business Operations Department	58.75	0.0																	
		0.0																	
TOTALS		2902.0	100%	\$54.23	32.0	100.00%	\$49.94	104.0	100%	\$56.51	475.0	100%	\$48.97	379.0	100%	\$60.89	452.0	100%	\$48.78

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 Structural Analysis and Reports			7 Initial UPRR, ICC, and ComEd Petitions			8 Agency Coordination			9 Public Involvement			10 Phase I Tech Memo			11 Project Management and Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.15										6	3.45%	2.90				4	2.08%	1.75
Engineer V	73.93	110	18.33%	13.55	40	21.51%	15.90	40	16.67%	12.32	8	4.60%	3.40				60	31.25%	23.10
Engineer IV	60.50	110	18.33%	11.09	22	11.83%	7.16	60	25.00%	15.13	20	11.49%	6.95	4	5.88%	3.56	88	45.83%	27.73
Engineer III	47.66	110	18.33%	8.74	100	53.76%	25.62	100	41.67%	19.86	40	22.99%	10.96	42	61.76%	29.44	40	20.83%	9.93
Engineer I/II	36.89	28	4.67%	1.72	24	12.90%	4.76	40	16.67%	6.15	40	22.99%	8.48	22	32.35%	11.93			
Survey V	86.00																		
Survey IV	77.65																		
Survey III	67.86																		
Survey II	55.50																		
Survey I	39.46																		
Engineering Technician V	70.17																		
Engineering Technician IV	65.21																		
Engineering Technician III	43.65																		
Engineering Technician I/II	30.55																		
CAD Manager	72.13										30	17.24%	12.44						
CAD Technician II	54.27	242	40.33%	21.89							30	17.24%	9.36						
GIS Specialist III	59.07																		
Landscape Architect	66.20																		
Landscape Designer III	41.25																		
Environmental Resource Spe	77.41																		
Environmental Resource Spe	61.90																		
Environmental Resource Spe	53.72																		
Environmental Resource Spe	31.49																		
Environmental Resource Tec	46.13																		
Engineering Intern	19.23																		
Business Operations Departn	58.75																		
TOTALS		600.0	100%	\$56.99	186.0	100%	\$53.44	240.0	100%	\$53.45	174.0	100%	\$54.49	68.0	100%	\$44.93	192.0	100%	\$62.52



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065



CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

REV: May 5, 2024
January 8, 2024

VIA EMAIL

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

Phone: (847) 823-0500
Email: eanderson@cbbel.com

**RE: PROFESSIONAL SURVEYING SERVICES PROPOSAL
EAST BRANCH DUPAGE RIVER TRAIL
GLEN ELLYN, ILLINOIS
(SPACECO Project No. 13100)**

Dear Emily:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for professional surveying services related to necessary survey work for the proposed improvements located in connection with the East Branch of the DuPage River Trail in Glen Ellyn, Illinois. The following describes our Scope of Services and Fee:

SCOPE OF BASIC SERVICES

TASK 1 – TOPOGRAPHIC SURVEY: A conventional topographic survey of the subject I-355 will be prepared in conjunction of a proposed engineering design for the extension of the DuPage River Trail. This also includes picking up the location and elevation of the low beam locations, bridge abutment wall, concrete slope and edge of shoulder/nearest lane of travel. This task will not commence until the Tollway access permit is completed and provided by CBBEL. Lane closures and permit costs are not included in this task. This task assumes that lane closures will be provided under the Tollway permit and schedule of such work will be coordinated by CBBEL.

A conventional topographic survey of the subject property as shown in the attached exhibits will be prepared in conjunction of a proposed engineering design for the extension of the

DuPage River Trail. This also includes picking up the location and elevation of necessary culvert locations specified by the client, shelter foundation location, gravel path (if unable to locate per UAV), high tension transmission line base location, fence/guardrail location along the south side of Hill Avenue and operational equipment along the northern property line of the Glenbard Wastewater Authority Facilities building as shown in the attached exhibits. This task assumes access will be provided to complete portions of this scope.

A conventional topographic survey of the subject property as shown in the attached exhibits will be prepared in conjunction of a proposed engineering design for the extension of the DuPage River Trail. This also includes picking up the location and elevation of the east side of screen building and fence along the eastern property line of the Glenbard Wastewater Authority Facilities building as shown in the attached exhibits. This task assumes access will be provided to complete portions of this scope.

TASK 2 – MISCELLANEOUS TOPOGRAPHIC SURVEY (Supplement): If after design engineer review of the previous Task 1, supplemental topographic survey is required, we will provide field and office support to supplement necessary items as requested by the client. This task assumes access to subject areas are provided or contact information is provided to coordinate access. This task will only be billed should the necessity of this task be required.

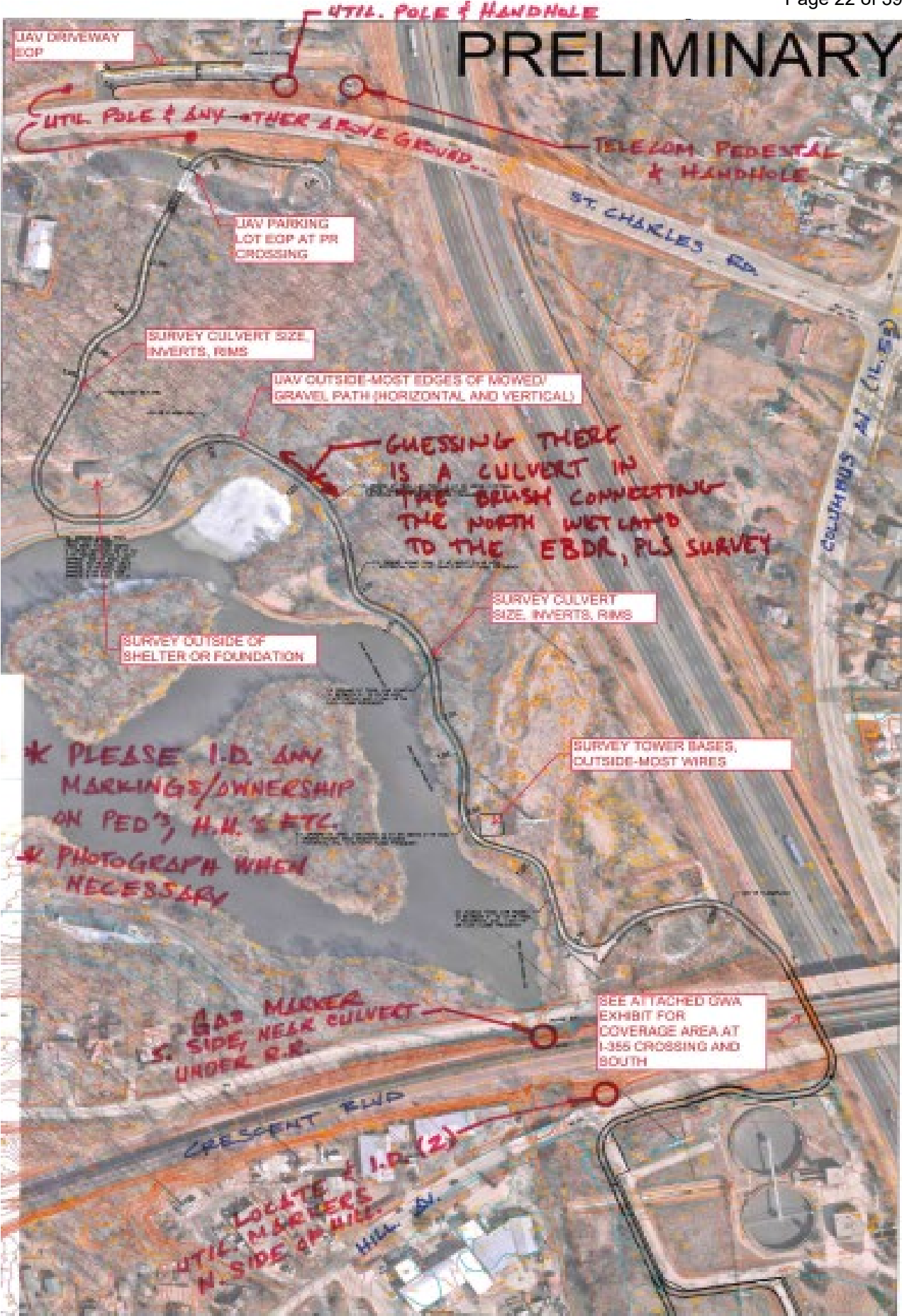
If after design engineer review of the previous Task, supplemental UAV information or flight data is required, we will provide field and office support to supplement necessary items as requested by the client. This task will only be billed should the necessity of this task be required.

SUPPLEMENTAL SERVICES

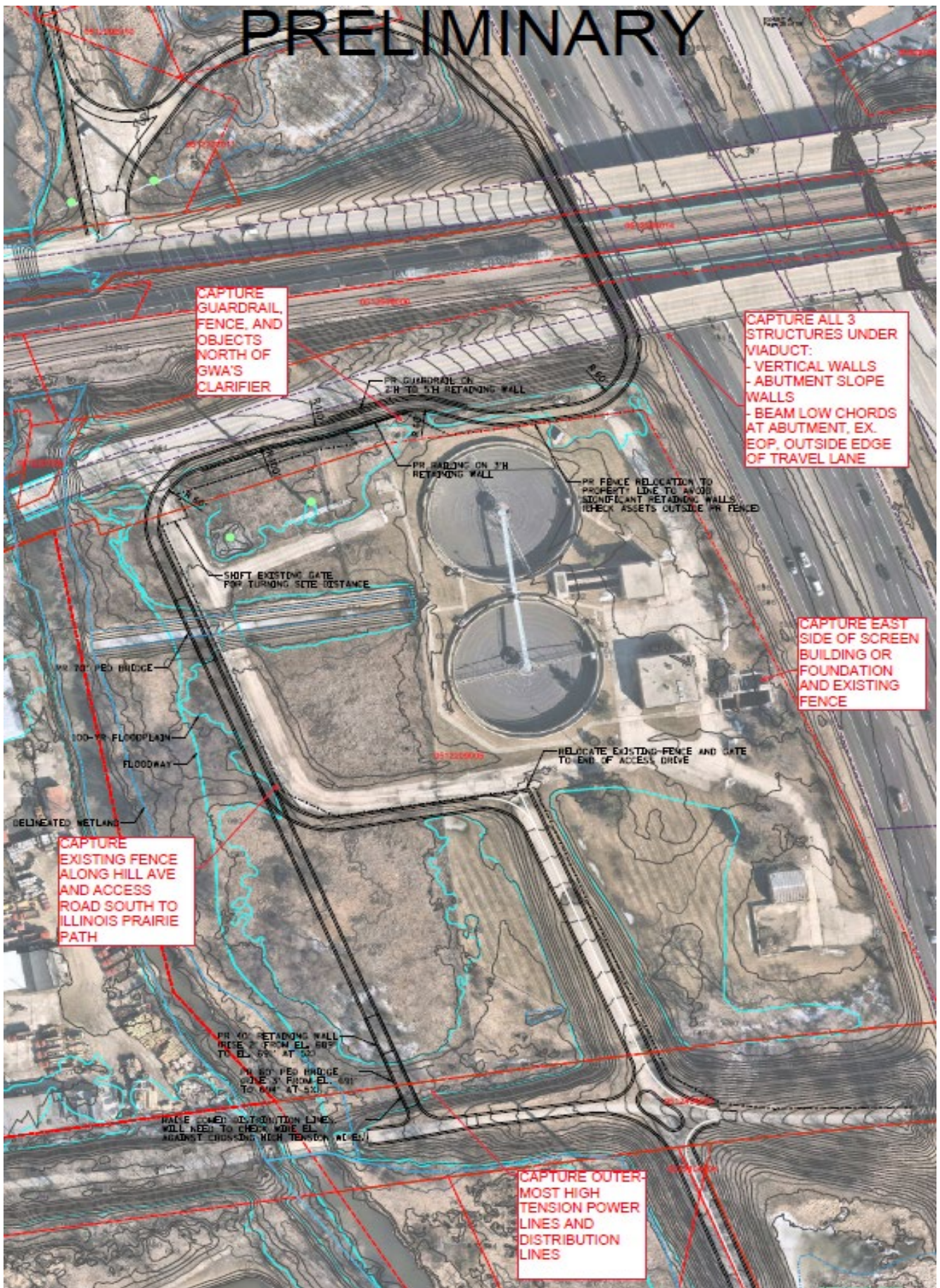
Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If the Client shall so advise SPACECO, Inc., we shall perform or obtain from others such services. SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project include, but are not limited to the following:

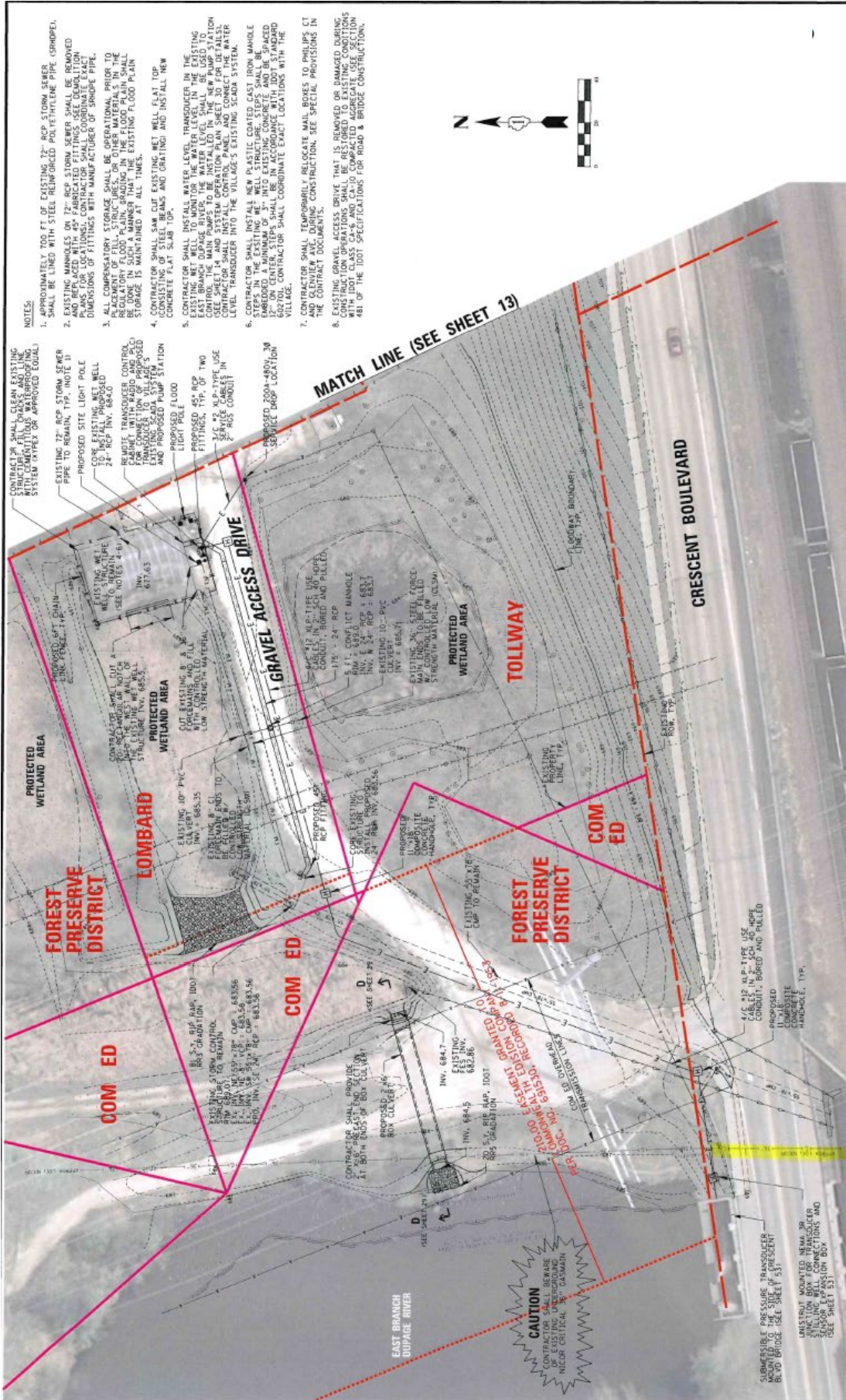
- Boundary survey or tie-in not stated in the above tasks
- Services due to major changes in the general scope of the project.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of performing the survey.
- Revising survey documentation which the Client, the municipality, and/or other governmental agencies have previously approved.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Providing work zone traffic control. When our work requires suspension of the normal function of a roadway, traffic control procedures must be implemented to provide for the safety of our crews, road users, and pedestrians. When our work duration, location, or roadway type requires it, we will provide the necessary traffic control devices, high visibility clothing and qualified flaggers for our personnel and for the duration of our work only.
- Preparation of any plats (Building Permit Plat, Foundation Spot Survey, Individual Lot Final Plat of Survey, etc.) or documents not explicitly identified under Basic Services.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, facsimile, photography, postage, mileage, tolls, and mounting drawings.
- Field Tile Investigation/Locations.
- Tree Inventory/Location

PRELIMINARY

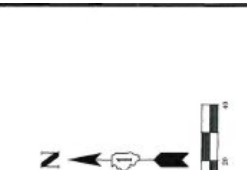


PRELIMINARY





- NOTES:**
- APPROXIMATELY 700 FT OF EXISTING 24" RCP STORM SEWER SHALL BE LINED WITH STEEL REINFORCED POLYETHYLENE PIPE (SRPEP), AND BE USED WITH AN FABRIC STRENGTH SEWER SHALL BE REMOVED FOR LOCATIONS. CONTRACTOR SHALL COORDINATE EXACT DIMENSIONS OF FITTINGS WITH MANUFACTURER OF SRPEP PIPE.
 - ALL COMPENSATORY STORAGE SHALL BE OPERATIONAL PRIOR TO STORAGE IN SUCH A MANNER THAT THE EXISTING FLOOD PLAIN SHALL BE MAINTAINED AT ALL TIMES.
 - CONCRETE FLOOR SHALL BE LINED WITH EXISTING MET WELLS LAY TOP CONSISTENT WITH EXISTING MET GRATING AND INSTALL NEW CONCRETE FLOOR SLAB TOP.
 - CONTRACTOR SHALL INSTALL WATER LEVEL TRANSDUCER IN THE EXISTING MET WELL TO MONITOR THE WATER LEVEL IN THE EXISTING CONTROL THE MAIN PUMPS TO BE INSTALLED IN THE NEW PUMP STATION (SEE SHEET 4) AND SYSTEM OPERATION PLAN SHEET 30 FOR DETAILS.
 - CONTRACTOR SHALL INSTALL NEW PLASTIC COATED CAST IRON MANHOLE STEPS IN THE EXISTING MET WELL STRUCTURE. STEPS SHALL BE 1200MM CENTER STEPS SHALL BE IN ACCORDANCE WITH AND BE SPACED 600MM CENTER. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS WITH THE VILLAGE.
 - CONTRACTOR SHALL TEMPORARILY RELOCATE MAIL BOXES TO PHILIPS CT TO PHILIPS CT. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS WITH THE VILLAGE.
 - EXISTING GRAVEL ACCESS DRIVE THAT IS REMOVED OR DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE RESTORED TO EXISTING CONDITIONS. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS WITH THE VILLAGE.
 - CONTRACTOR SHALL COORDINATE EXACT LOCATIONS WITH THE VILLAGE.



CLIENT:
VILLAGE OF LOMBARD

NO.	DATE	NATURE OF REVISION

FILE NAME: W:\Lombard\53251\Report\ExhibitA\24-0014.dwg

PROJECT: IL ROUTE 53 STORMWATER PUMP STATION IMPROVEMENTS
TITLE: SITE IMPROVEMENT PLAN (1 OF 3)

DESIGN	DATE	SCALE	BY

SCALE: 1"=20'-0"

CAD USER: KJY/2016
CADD MODEL: DWT/CAAT

PROJ. NO. 12-0314
DATE: 2/7/2016
SHEET 12 OF 63
DRAWING NO. 12

CLIENT:
CHRISTOPHER B. BURKE ENGINEERING, LTD.
8575 N. Higgins Road, Suite 800
Rosemont, Illinois 60018
(847) 823-8800

CLIENT:
VILLAGE OF LOMBARD

DESIGN	DATE	SCALE	BY

SCALE: 1"=20'-0"

CAD USER: KJY/2016
CADD MODEL: DWT/CAAT

PROJ. NO. 12-0314
DATE: 2/7/2016
SHEET 12 OF 63
DRAWING NO. 12

CAUTION
CONTRACTOR SHALL BE AWARE OF EXISTING UNDERGROUND UTILITIES WHICH ARE NEAR CRITICAL TO GASMAIN

SUBMITTABLE PRE-SURE TRANSDUCER SHALL BE INSTALLED IN THE EXISTING MET WELL CONNECTIONS AND GROUND LEVEL SHALL BE 5.5'

UNSTRUCTURED MOUNTED MANHOLE SHALL BE INSTALLED IN THE EXISTING MET WELL CONNECTIONS AND GROUND LEVEL SHALL BE 5.5'





COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 5/6/2024
Consultant / Subconsultant Name SPACECO, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	113.80%
START DATE	3/24/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	3/23/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/24/2024	1/1/2025	9	37.50%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	4/1/2026	3	13.01%

Local Public Agency

County

Section Number

DuPage County Division of TransportatiDuPage 19-00002-07-BT

Consultant / Subconsultant Name

Job Number

SPACECO, Inc.

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.51%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Professional Land Surveyor	\$65.87	\$66.86
Survey Technician	\$38.94	\$39.53
Crew Chief	\$45.50	\$46.18
Rodman	\$26.00	\$26.39
Drone Pilot	\$47.60	\$48.32

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
UAV Drone Flight Data		1	\$10,000.00	\$10,000.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$10,000.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

SPACECO, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **113.80%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Topographic Survey	10,000	284	11,499	13,086	3,688		28,273	61.84%
Supplemental Survey Services		72	3,027	3,445	971		7,443	16.28%
Subconsultant DL							-\$0.18	0.00%
Direct Costs Total ==>	\$10,000.00						\$10,000.00	21.87%
TOTALS		356	14,526	16,531	4,659	-	45,716	100.00%

Local Public Agency

DuPage County Division of Transportation

Consultant / Subconsultant Name

SPACECO, Inc.

County

DuPage

Section Number

19-00002-07-BT

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Topographic Survey			Supplemental Survey Services											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Professional Land Surveyor	66.86	32.0	8.99%	6.01	28	9.86%	6.59	4	5.56%	3.71									
Survey Technician	39.53	108.0	30.34%	11.99	92	32.39%	12.80	16	22.22%	8.78									
Crew Chief	46.18	100.0	28.09%	12.97	84	29.58%	13.66	16	22.22%	10.26									
Rodman	26.39	96.0	26.97%	7.12	80	28.17%	7.43	16	22.22%	5.86									
Drone Pilot	48.32	20.0	5.62%	2.71				20	27.78%	13.42									
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TOTALS		356.0	100%	\$40.81	284.0	100.00%	\$40.49	72.0	100%	\$42.05	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

May 6, 2024

Mr. Jeffrey M. Barnett, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 72,466A
Geotechnical Exploration
Pedestrian Bridges and Retaining Walls
EB DuPage River Trail
Lombard, IL

Dear Mr. Barnett, PE:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. It is in response to your email dated January 19, 2024, and subsequent conference call. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for the proposed pedestrian bridge and retaining wall foundation designs in connection with the proposed Eastbound DuPage River Trail (EBDRT). The project site is located within and/or near the Glenbard AWT Facility on the southwest corner (SWC) of Hill Avenue and the Veteran Memorial Tollway (I-355).

Boring Program:

As discussed on our conference call, nine (9) soil borings as part of our Geotechnical Exploration, as indicated on the boring location plan attached.

Summarized in the following table are the proposed structures, general location, number of borings, borings depths and footage.

Structure	General Location	No. of Borings	Depth (ft)	Footage (lf)
Retaining Walls (Tall)	North and Sout of Existing Bridge Structures	2	25	50
Retaining Walls (Short)	Along the south side of Hill Ave, East of WWTP Entrance	3	10 - 15	35
Pedestrian Bridge over WWTP Discharge Canal	West of WWTP	2	75	150
Pedestrian Bridge to Illinois Prairie Path	Southwest of WWTP	2	75	150
	Total	9		385

Total drilling footage on this basis is estimated to be about 385 lineal feet.

Site Access:

It is understood that CBBEL will work with the Glenbard AWT Facility and the forest preserve for drill rig access. For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in



standing water, within wooded areas or on steeply sloping ground. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field, to also be present to direct the tree-clearing service. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Tree/Brush Removal:

It is understood that the borings for the bridge over the Glenbard AWT Facility discharge channel will be moved east out of the tree-covered area onto the entrance drive to the Glenbard AWT Facility. Therefore, tree removal will not be needed for these borings.

However, one boring in connection with the bridge up to the Illinois Prairie Path will need tree/brush clearing for drill rig access. Permission from the Glenbard AWT Facility would be needed before tree/brush clearing is performed. Invasive tree/brush clearing will be performed for access to the geotechnical soil boring. We would take the least path of resistance to get access to the soil boring. No trees of significant size (i.e. trees 6" or less) will be taken down. The trees that may be removed will consist of scrub or invasive species. The trees/brush will generally be removed using a brush hog.

Soil Boring Sampling:

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 30 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

Assumptions for Permits:

Two (2) soil borings for the taller retaining wall are located along the west side of the I-355 Tollway. These borings will require a Tollway permit to perform the fieldwork. It is understood the CBBEL has a contact that might help get the permit quicker.

Traffic Control:

It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked to drill the soil boring along the south side of Hill Avenue using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service.

Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 9:00 AM and ending no sooner than 3:00 PM. If it is determined that traffic control is not needed you will not be charged for this service.



Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

Slope Stability

Global stability analyses will be performed using a representative cross-section of the existing side slopes. It will be performed to evaluate the overall or global stability of the existing slope as well as the proposed retaining wall system, i.e. the stability of the wall system against a deep-seated failure. The global stability analyses will be run using Slide2 Modeler (Build 9.0) computer program by Rocscience Inc. The computer Program will use the Bishop Method (i.e. circular failures) and/or Spencer method (i.e. non-circular failures) to analyze the global stability of the slopes. The long-term condition will be run for the slope stability analyses in order to provide the lowest possible factor of safety.

Fees and Scope:

TSC is proposing a not-to-exceed budget amount of **Thirty-Seven Thousand Five Hundred Dollars (\$ 37,500.00)** to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2024.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.



TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Jeffrey M. Barnett, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: jbarnett@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

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

Respectfully submitted,

Geotechnical Engineer

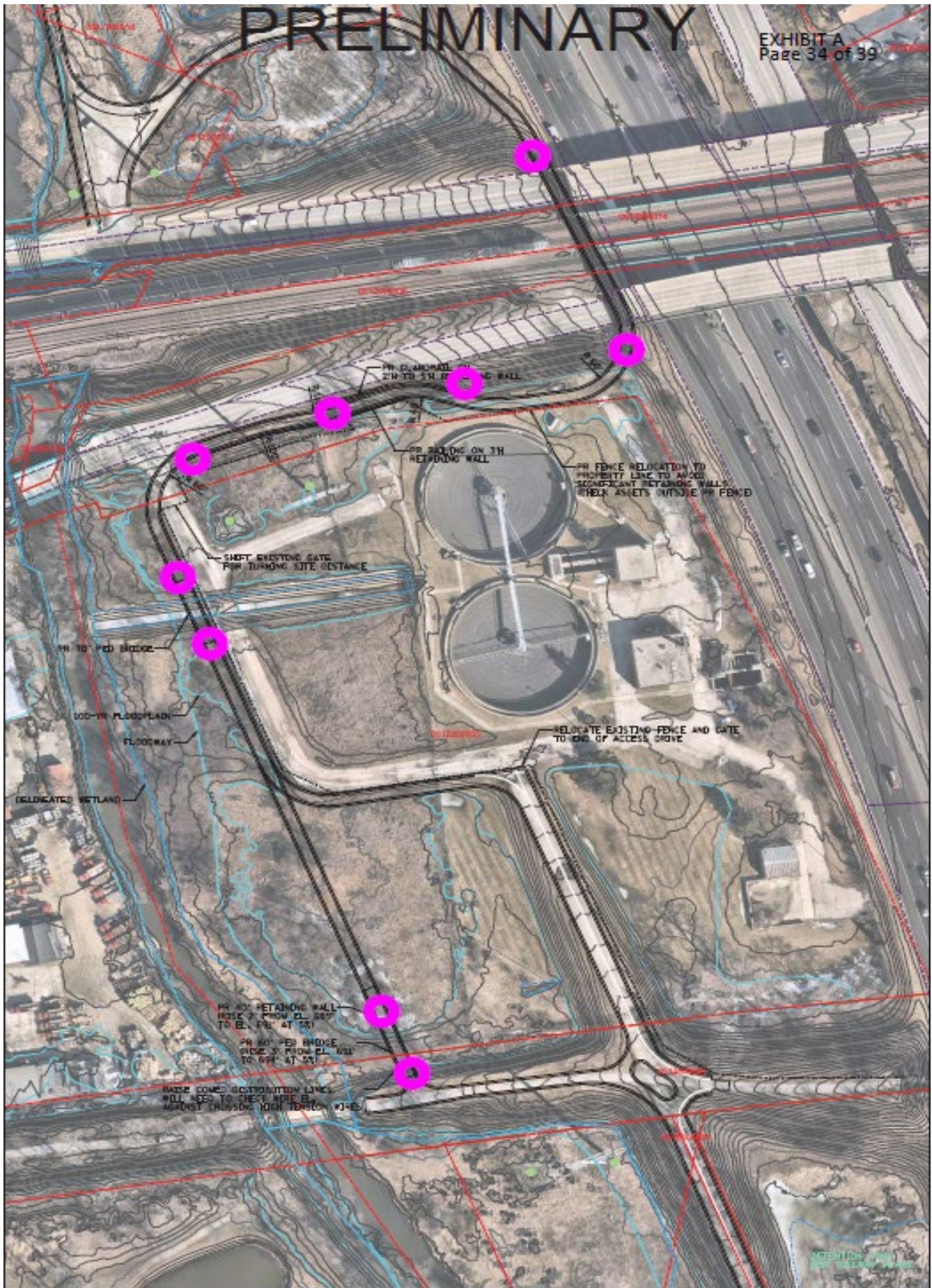
- Enc: Cost Estimate
- Boring Location Plan
- General Conditions
- Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)





COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 5/2/2024
Consultant / Subconsultant Name TSC	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	155.34%
START DATE	3/24/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	3/23/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/24/2024	1/1/2025	9	37.50%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	4/1/2026	3	13.01%

Local Public Agency DuPage County Division of Transportation	County DuPage	Section Number 19-00002-07-BT
Consultant / Subconsultant Name TSC		Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.51%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer	\$52.03	\$52.81
Staff Engineer	\$38.91	\$39.50
Staking & Utility Clearance	\$42.31	\$42.95
Drilling Inspector	\$50.41	\$51.17
CADD Technician	\$23.00	\$23.35
Drilling Crew	\$45.03	\$45.71
Administrative Assistant	\$23.68	\$24.04

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	6	\$300.00	\$1,800.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	118	\$30.00	\$3,540.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Mounted on Truck or ATV Rig	Mobilization/Demobilization	5	\$1,615.00	\$8,075.00
Tollway Permit, Bond and Other Direct Charges	Actual Cost	1	\$1,100.00	\$1,100.00
Sieve Analysis and Atterberg Limits	Actual Cost	5	\$280.00	\$1,400.00
Small Tree/Brush Clearing for Borehole Access	Actual Cost	4	\$275.00	\$1,100.00
TOTAL DIRECT COSTS:				\$17,015.00

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

TSC

Job Number

COST ESTIMATE WORKSHEET
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Geotechnical Services		154	7,107	11,039	2,345		20,491	54.63%
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$17,015.00	45.37%
TOTALS		154	7,107	11,039	2,345	-	37,506	100.00%

Local Public Agency

DuPage County Division of Transportation

County

DuPage

Section Number

19-00002-07-BT

Consultant / Subconsultant Name

TSC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Services														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Engineer	52.81	40.0	25.97%	13.72	40	25.97%	13.72												
Staff Engineer	39.50	3.0	1.95%	0.77	3	1.95%	0.77												
Staking & Utility Clearance	42.95	8.0	5.19%	2.23	8	5.19%	2.23												
Drilling Inspector	51.17	4.0	2.60%	1.33	4	2.60%	1.33												
CADD Technician	23.35	4.0	2.60%	0.61	4	2.60%	0.61												
Drilling Crew	45.71	90.0	58.44%	26.71	90	58.44%	26.71												
Administrative Assistant	24.04	5.0	3.25%	0.78	5	3.25%	0.78												
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TOTALS		154.0	100%	\$46.15	154.0	100.00%	\$46.15	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

EXHIBIT B

DELIVERABLES

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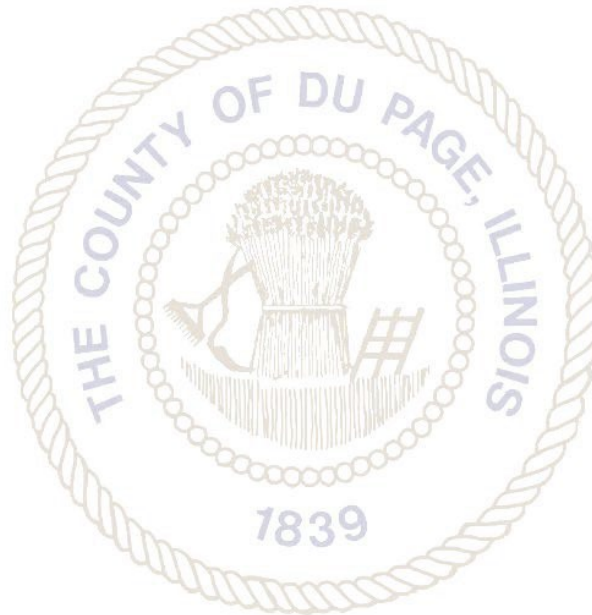


EXHIBIT C

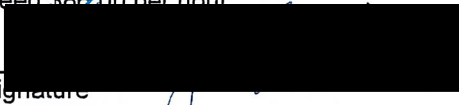
**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Christopher B. Burke Engineering, LTD
PROJECT: East Branch DuPage River Trail PH I - 19-00002-07-BT

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$70.00	\$86.00	
Engineer V	\$58.00	\$86.00	
Engineer IV	\$53.00	\$86.00	
Engineer III	\$39.00	\$65.00	
Engineer I/II	\$34.00	\$60.00	
Survey V	\$70.00	\$86.00	
Survey IV	\$70.00	\$86.00	
Survey III	\$65.00	\$78.00	
Survey II	\$53.00	\$65.00	
Survey I	\$32.00	\$50.00	
Engineering Technician V	\$63.00	\$86.00	
Engineering Technician IV	\$61.00	\$78.00	
Engineering Technician III	\$30.00	\$60.00	
Engineering Technician I/II	\$30.00	\$60.00	
CAD Manager	\$69.00	\$86.00	
CAD Technician II	\$50.00	\$65.00	
CAD Technician I	\$26.00	\$35.00	
GIS Specialist III	\$58.00	\$70.00	
Landscape Architect	\$65.00	\$75.00	
Landscape Designer III	\$40.00	\$50.00	
Landscape Designer I/II	\$29.00	\$35.00	
Environmental Resource Specialist V	\$61.00	\$86.00	
Environmental Resource Specialist IV	\$59.00	\$78.00	
Environmental Resource Specialist III	\$52.00	\$65.00	
Environmental Resource Spec I/II	\$29.00	\$40.00	
Environmental Resource Technician	\$45.00	\$55.00	
Engineering Intern	\$15.00	\$35.00	
Bus Ops Dept/Administrative	\$57.00	\$65.00	

Note: Maximum rate shall not exceed \$86.00 per hour

Signature of Authorized Agent
for CONSULTANT:



Date: 6/28/2024

Sherry Sporina, Director of Marketing
Print Name

Approved By COUNTY:


Yifang Lu, Chief Highway Engineer

Date: 7/10/2024

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: SPACECO, Inc.

PROJECT: East Branch DuPage River Trail

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Professional Land Surveyor	65.00	70.00	
Survey Technician	35.00	42.00	
Survey Crew Chief	42.00	47.00	
Survey Rodman	25.00	30.00	
Drone Pilot	47.00	50.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT:

[Redacted Signature]

Date: 6-25-24

Signature
Robert Stawick

Print Name

Approved By COUNTY:

[Redacted Signature]

Date: 7/10/2024

Yirang Lu, Chief Highway Engineer

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Testing Service Corporation

PROJECT: East Branch of DuPage River

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Engineer	52.00	62.00	
Staff Engineer	38.00	48.00	
Staking & Utility Clearance	42.00	52.00	
CADD Technician	23.00	33.00	
Administrative Assistant	23.00	33.00	
Drilling Crew (Regular Time)	45.00	55.00	
Drilling Crew (Over Time) x 1.5	67.00	77.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT: _____
Signature

Timothy R. Peceniak
Print Name

Date: 06-27-2024

Approved By COUNTY: _____
Yifang Lu, Chief Highway Engineer

Date: 7/10/2024

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)

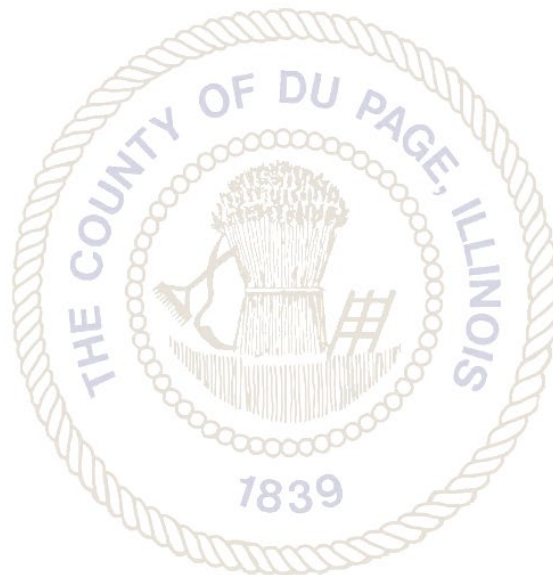


EXHIBIT D

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the _____
_____ project,

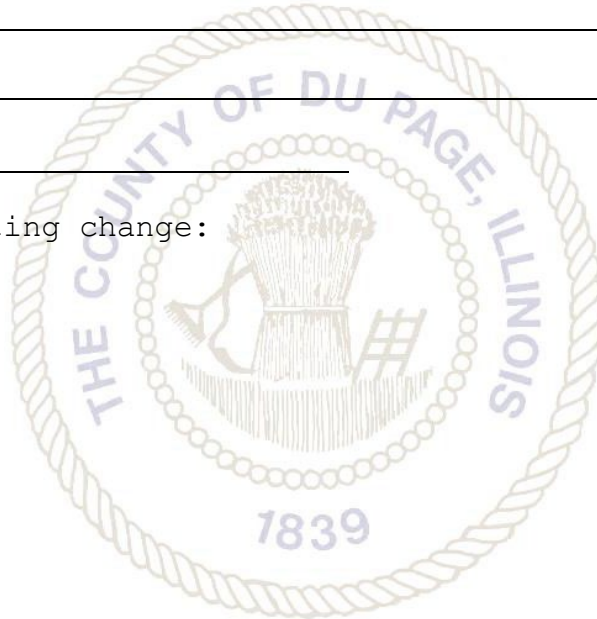
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

Transition Plan: provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.