STATE OF ILLINOIS

COUNTY OF KANE

### RESOLUTION NO. <u>09 - 292</u>

## APPROVING A PHASE II ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD.FOR RANDALL ROAD TRAFFIC SIGNAL INTERCONNECTS FROM DEAN STREET TO MAIN STREET KANE COUNTY SECTION NO. 09-00237-02-TL

WHEREAS, Phase II Engineering services are required for the proposed Kane County Highway No. 34 (also known as Randall Road) traffic signal interconnect improvement from Dean Street to Main Street (hereinafter referred to as the "Project"); and

WHEREAS, in order to accomplish the Project, it is necessary to retain the services of a professional engineering firm to provide Phase II Engineering services; and

WHEREAS, Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, IL 60018 has experience and professional expertise in Phase II Engineering and is willing to perform the required services for an amount not to exceed Ninety Nine Thousand Nine Hundred Forty Two and 91/100 Dollars (\$99,942.91).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase II Engineering services agreement with Christopher B. Burke Engineering, Ltd. for the Project (a copy of which is on file with the County Clerks Office).

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Ninety Nine Thousand Nine Hundred Forty Two and 91/100 Dollars (\$99,942.91) from County Highway Fund #300, Line Item #50140 (Engineering) to pay for said Phase II Engineering services for the Project with approximately eighty percent (80%) reimbursement thereof from federal funds.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.50140	Engineering	Yes	Yes	· · ·

Passed by the Kane County Board on August 11, 2009.

John A. Cunningham Kalen McConhaughay Clerk, County Board Chairman, County Board Kane County, Illinois Kane County, Illinois STATE OF ILLINOIS Vote: DATE AUG 31 2009 COUNTY OF KANE 25 Yes No 1-2 I, John A. Cummingham, Kane County Clerk and Keeper of the Records in Kane County, Vote voice Illinois do hereby certify that the attached is a true and correct copy of the original record on file. Abstentions In witness whereof, I have hereunto set my hand and affixed the **BRNDDEAN-MAINCBBELPHII.4LH** Seal of the County of Kane at my office in Geneva, Illinois. John A. Cunningham, Kane County Clerk

# DOCUMENT VET SHEET for Karen McConnaughay Chairman, Kane County Board

Name of Document:	Phase II Engineering Services Agreement with Christopher B.						
Burke for Randall Ro	Burke for Randall Road from Dean Street to Main Street Interconnect, Kane County						
09 237-0 Section # <del>08</del> -00388-00	<b>2-</b> )-TL						
Submitted by:							
Date Submitted:							
Examined by:	Pat Jaeger (Print name) (Signature) July , 2009 (Date)						
Comments:							
	·						
• <u>•••••</u> ••••							
Chairman signed:	$\underbrace{\begin{array}{c} \textbf{Yes} \\ \textbf{(Date)} \end{array}}_{\textbf{(Date)}} \underbrace{\begin{array}{c} 10 - 21 - 09 \\ \hline \end{array}}_{\textbf{(Date)}}$						
Document returned	(Yes) No 10-21-09 (Date) to: County Clerk						

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Rev. 8/05

Local Agency Kane County DOT	L O	Illinois Department of Transportation	С	Consultant Christopher B. Burke Engineering, Ltd.
County Kane	Ċ		0 N	Address 9575 W. Higgins Road, Suite 600
Section 09-00237-02-TL	L		SU	City Rosemont
Project No.	A	Preliminary Engineering Services Agreement	L	State _IL
Job No.	G E	For Federal Participation	A	Zip Code 60018
Contact Name/Phone/E-mail Address Paul La Fleur/630-584-1170 lafleurpaul@co.kane.il.ius	N C Y	PURCHASE ORDER #2009-2308	N   T	Contact Name/Phone/E-mail Address Mike Ziegler/847-823-0500 mziegler@cbbel.com

THIS AGREEMENT is made and entered into this day of October , 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the State of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description							
Name	Randall Road	Route	FAP 336	Length	5.0 mi	Structure No.	N/A
Termini	Main Street to Red Haw/Oak Crest	r					

Description : The PROJECT will consist of traffic signal modifications at 26 intersections along Randall Road, Fabyan Parkway, and IL 38 to allow for communication over an Ethernet network, install PTZ cameras, UPS units, upgraded video detection sytems, and service disconnects as required.

### **Agreement Provisions**

#### I. THE ENGINEER AGREES, (See Attachment A: Scope of Services)

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- 3. To complete the services herein described within <u>180</u> calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

BLR 05610 (Rev. 9/06)

The undersigned certifies neither the ENGINEER nor I have:

9.

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
- 13. Scope of Services to be provided by the ENGINEER:
  - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

### II. THE LA AGREES,

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

Cost Plus Fixed Fee	CPFF	= 14.5%[DL + R(DL) + OH(DL) + IHDC], or = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or = 14.5%[(2.3 + R)DL + IHDC]
	Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
Specific Rate	🗌 (Pay p	er element)
Lump Sum		
To pay the ENGINEER us	ing one of th	ne following methods as required by 49 CFR part 26 and 605 ILCS

With Retainage

3.

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- Without Retainage
- a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

### III. IT IS MUTALLY AGREED,

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

5/5-409:

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

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

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

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

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

#### Agreement Summary

Prime Consultant:	TIN Number Agreement Amount						
Christopher B. Burke Engineering, Ltd.	36-3468939 \$99,483.69						
Sub-Consultants:	TIN Number Agreement Amount						
	Sub-Consultant Total:						
	Drime Consultant Total: \$00,482.60						
	Total for all Work: \$99,483.69						
Evented by the LA.							
Executed by the LA:	County of Kane (Municipality/Township/County)						
	1						
ATTEST:							
ATTEST.							
By:	By: Note a Chamounding						
	1) where we will be the second						
John A. Cunningham, County Clerk	Title: Chairman, County Board						
(SEAL)							

Executed by the ENGINEER:

ATTEST:

G. Mich Zigh By: Title: Vice President

Christophe Burke Engineering, Ltd. By: Title: President



# Engineering Payment Report

### **Prime Consultant**

Name	Christopher B. Burke Engineering, Ltd.				
Address	9575 W. Higgins Road, Suite 600				
Telephone	847-823-0500				
TIN Number	36-3468939				

### **Project Information**

Local Agency	Kane County
Section Number	09-00237-02-TL
Project Number	CMM-9003(208)
Job Number	D-91-264-09

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
		· · · · · · · · · · · · · · · · · · ·
	Sub-Consultant Total:	
		0
	Prime Consultant Total:	99,483.69
	Total for all Work	о
	Completed:	

Signature and title of Prime Consultant

Date

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

## Attachment A: Scope of Services Randall Road Interconnect: Kane County, Illinois

# **UNDERSTANDING OF THE ASSIGNMENT**

The PROJECT will consist of preparing traffic signal modification and signal system interconnect plans for the various locations on Randall Road, Fabyan Parkway, and IL 38. This PROJECT currently includes 26 intersections which communicate over various closed loop traffic signal systems. The intersections to be included in this project are as follows:

1) Randall at Red Haw/Oak Crest	2) Randall Road at Dean Street
3) Randall Road at IL 64	4) Randall Road at Oak Street
5) Randall Road at Prairie Street	6) Randall Road at IL 38
7) Randall Road at Bricher Road	8) Randall Road at Williamsburg Ave
9) Randall Road at Keslinger/Kaneville	10) Randall Road at Fargo Boulevard
11) Randall Road at Christina Lane	12) Randall Road at Glen Eagle Drive
13) Randall Road at Fabyan Parkway	14) Randall Road at Mill Street
15) Randall Road at McKee Street	16) Randall Road at Wilson Street
17) Randall Road at Main Street	18) Fabyan Parkway at Viking/Branson
19) Fabyan Parkway at Wal-Mart	20) Fabyan Parkway at Bent Tree Drive
21) IL 38 at Meijer	22) IL 38 at St. Charles Mall
23) IL 38 at Bricher/14 <sup>th</sup> Street	24) IL 38 at Williamsburg Ave
25) Bricher Road at Geneva Commons	26) Fabyan Parkway at Western Ave

The closed loop systems will be replaced and these intersections will communicate over an Ethernet based communication system.

The LA has received approval for CMAQ funding for this PROJECT. The Illinois Department of Transportation will administer the PROJECT due to the CMAQ funding. The ENGINEER will be responsible for coordinating work activities with the LA and IDOT including plan submittals and reviews.

The existing traffic signal installations will be modified to include Ethernet kits, upgraded video detection systems, UPS systems, PTZ cameras and additional or replacement fiber optic cable as determined in the scoping meetings with the LA. In addition, the ENGINEER shall review the traffic signal layout and displays at each intersection to determine if additional modifications should be included in the PROJECT. Such additional items to be considered include the grounding of the existing traffic signal installations, upgrade or installation of electrical service disconnects, video detection system updates, replacement of TS-1 cabinets and pedestrian signal modifications.

A formal topographic survey will not be required by the LA for the PROJECT. The LA will provide a hard copy and any available electronic files of the existing traffic signal plans, interconnect plans, and roadway plans for the PROJECT corridor to be used in preparing the base sheets for the PROJECT. The ENGINEER shall be responsible for field verifying the accuracy of the plan information.

# **SECTION I - SCOPE OF BASIC SERVICES**

# Task 1 – Evaluation of Existing Field Equipment and Coordination with Current Projects:

<u>Task 1.1 – Evaluation of Existing Field Equipment:</u> Perform a detailed field survey of all existing cabinets and fiber optic cable runs with Brown Traffic and Traffic System Solutions. This will provide a base inventory to identify the necessary upgrades to the cabinets, video detection systems, PTZ cameras, UPS systems, conflict monitors and finer optic cables. The existing plan information provided by the LA will also be field verified during this task.

<u>Task 1.2 – Coordination with Current Projects:</u> Coordinate with Traffic System Solutions to determine the appropriate use of Ethernet switches, fiber optic cable splices and terminations and system routing to integrate the intersections onto the Ethernet Network.

This determination will take into account the projects currently under design and construction as well as the future direct connection to the Kane County Division of Transportation building along Burlington Road at Empire Road.

## Task 2 – Traffic Signal Modification Plans:

<u>Task 2.1 - Base Sheet Preparation</u>: Prepare base sheets at a scale of 1" = 20' for the traffic signal modification plans and 1"= 50' for the traffic signal interconnect system using the existing traffic signal plan information to be provided by the LA and the information collected from Task 1.

<u>Task 2.2 - Traffic Signal Modification Plans</u>: Prepare the traffic signal modification plans using the base sheet information from Task 2.1. The traffic signal plans shall be developed based on LA and IDOT standards current at the time said plans are prepared. The traffic signal modernization plans shall include the following:

- a. Preliminary, pre-final and final traffic signal modification plans.
- b. Cable plan and schedule of quantities.
- c. Phase Designation Diagrams.
- d. Video or Loop detector detail and general notes.
- e. Traffic signal interconnect plan.
- f. Fiber Splice and Routing Diagrams.
- g. Interconnect Schematic Plans for the affected intersections.
- h. Technical specifications employing County and IDOT special provisions to the extent that they apply will be assembled.

<u>Task 2.3 – Supplemental Data:</u> Prepare a PROJECT cost estimate and estimate of time for construction in accordance with IDOT BLR requirements.

Task 3 - Coordination with County and IDOT: The ENGINEER shall be responsible for meeting with representatives from the LA and IDOT to review the proposed scope of services and to determine specific design criteria required by the LA and IDOT for proposed PROJECT. In addition, the ENGINEER will review with the LA and IDOT design review comments and PROJECT letting requirements.

<u>Task 4 - Consultation During the Construction Phase</u>: The ENGINEER will meet with the LA to advise, clarify and address any concerns regarding specific design elements which are affecting the construction of the PROJECT. The meetings will also serve to clarify specific design elements that the LA, IDOT, and other local agencies may want incorporated by the contractor.

## Task 5- Management/Administration:

This task will include project oversight and supervision during the project. The Engineer will provide monthly updates to the LA to advise as to the status of the project and concerns regarding specific design elements. The status updates will also serve to clarify specific design requirements that the LA or IDOT may want incorporated into the project.

# Exhibit A-1 COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

	FIRM Christopher B. Burke E			ineering, Ltd.						DATE		
	Local Agency	Kane County	1		OVERHEAD	RATE		1.4083		-	09/29/09	
	Section	09-00237-02-	TL		COMPLEXIT		-	0				
	Project	CMM-9003(2)					-					
	Job No:	D-91-264-09										
DBE		1		OVERHEAD	IN-HOUSE		Outside	SERVICES	· · · · · · · · · · · · · · · · · · ·	T	% OF	
DROP	ITEM	MANHOURS	PAYROLL	&	DIRECT	FIXED	Direct	BY	DBE	TOTAL	GRAND	
BOX				FRINGE BENF	COSTS	FEE	Costs	OTHERS	TOTAL		TOTAL	
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)		
<sup></sup> i	Evaluation of Field Equip	100	4,322.00	6,086.67	385.00	1,565.08				12,358.76	12.42%	
	Traffic Signal Plans	624	22,034.92	31,031.78		7,694.67				60,761.37	61.08%	
	Coordiantion	80	3,576.68	5,037.04		1,248.99	3,703.95			13,566.66	13.64%	
	Consultation	50	2,610.44	3,676.28		911.57			<u> </u>	7,198.30	7.24%	
	Management/Admin	40	2,030.32	2,859.30		708.99				5,598.61	5.63%	
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	Subconsultant DL					0.00				0.00	0.00%	
	TOTALS	804	34 574 36	48 691 07	385.00	12 129 31	3 703 95	0.00	0.00	99 483 69		

Printed 9/29/2009 3:15 PM

# EXHIBIT A-2 AVERAGE HOURLY PROJECT RATES

FIRM	Christopher B. Burke Engineering, Ltd.
Local Agency	Kane County
Section	09-00237-02-TL
Project	CMM-9003(208)
Job No:	D-91-264-09

DATE 09/29/09

SHEET \_1\_OF \_1\_

PAYROLL	AVG	TOTAL PROJECT RATES		Evaluation of Field Equip		Traffic Signal Plans		Coordiantion			Consultation		Management/Admin						
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Principal	70.00	28	3.13%	2.19	4	4.00%	2.80	4	0.64%	0.45	4	5.00%	3.50	8	16.00%	11.20	8	20.00%	14.00
Engineer VI	69.64	0																	
Engineer V	58.44	0																	
Engineer IV	48.82	182	20.36%	9.94	44	44.00%	21.48	32	5.13%	2.50	40	50.00%	24.41	42	84.00%	41.01	24	60.00%	29.29
Engineer III	37.33	132	14.77%	5.51	44	44.00%	16.43	44	7.05%	2.63	36	45.00%	16.80				8	20.00%	7.47
Engineer I/II	29.63	0																	
Env. Res. Spec. V	58.50	0																	
Env. Res. Spec.IV	45.25	0																	
Env. Res. Spec. III	38.77	0																	
Env. Res. Spec. II	30.67	0																	
Env. Res. Techniciar	31.75	0																	
Survey V	68.50	0																	
Survey IV	49.25	0											]						
Survey III	47.00	0																	
Survey II	32.14	0															[		
Survey I	26.90	0																	
Cad Manager	48.00	0																	
Asst. Cad Manager	43.25	0																	
Cad II	40.48	92	10.29%	4.17				92	14.74%	5.97									
Cad I	25.85	364	40.72%	10.53	4	4.00%	1.03	360	57.69%	14.91									
Engineering Tech V	60.00	92	10.29%	6.17				92	14.74%	8.85									
Engineering Tech IV	46.17	0																	
Engineering Tech III	41.31	0	, in the second s																
Engineering Tech I/II		0																	
GIS Specialist III	37.00	4	0.45%	0.17	4	4.00%	1.48												
GIS Specialist I/II	18.50	0																	
Administrative	27.48	0																	
TOTALS		894	100%	\$38.67	100	100.00%	\$43.22	624	100%	\$35.31	80	100%	\$44.71	50	100%	\$52.21	40	100%	\$50.76

## **EXHIBIT A-3**

### DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING LTD.

Randall Road Interconnect
CMM-9003(208)
09-00237-TL
Kane
D-91-264-09

## INHOUSE DIRECT COSTS

	•			
TRAVEL				
10	70	\$0.550	\$385.00	
#oftrips x #of	miles/trip x milea	ge rate	Cost	
	- OR -			
# of days x milea	ige rate/day		Cost	
SURVEY SUP	PLIES			
PRINTING (b	reakdown in fo	llowing manner	: # of sets x # of prints/set >	(rate)
Blueprints: 35	sets x 45 shts	x 1.25/sht	\$1,968.75	

Blueprints	35 sets x 45 shts x 1.25/sht	\$1,968.75
Mylar:	2 sets x 45 shts x 18.00/sht	\$1,620.00
Reports:	12 sets x 80 shts x .12/sht	 \$115.20
	Cost	\$3,703.95
	ŤOTAL	\$4,088.95
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