

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Christopher B. Burke Engineering, Ltd. (the “Consultant”), for Phase III Resident Engineering Services for the Prairie Avenue reconstruction project in the amount of \$204,551.63, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this 15th day of April, 2008 by and between Christopher B. Burke Engineering, Ltd. (or "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for professional engineering services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Scope of Services dated March 14, 2008 for Phase III Engineering Services for Prairie Avenue Reconstruction project.

II. Term of Agreement

- A. The term of this Agreement will be one year from the date of execution by both parties. The controlling date shall be the date of the last signature. The Agreement may be renewed for an additional term upon written agreement of the parties.
- B. The Consultant has developed a preliminary progress schedule which will be revised as the project progresses. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the Scope of Services submission dated March 14, 2008. Without such attached invoice, payments will not be made.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$204,551.63. This amount was based upon the services listed in the attached Scope of Services submission dated March 14, 2008. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the attached Scope of Services submission dated March 14, 2008 that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

C. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project, all reimbursable

expenses including reproduction, mailing, and equipment and a total reimbursable amount for the billing period, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

D. Prompt Payment Act:

The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. Insurance and Indemnification of the Village

- A. The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultants operations under this agreement and for which the Consultant may legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultants employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees;
 4. Claims for damages insured by the usual personal injury liability coverage which are sustained: 1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or 2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.
- B. The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

- C. As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village of Downers Grove.

In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

V. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

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

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and

Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or consultant'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: abide by the terms of the statement; and 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.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. 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.
4. 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.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Standard of Care

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

G. Limitation of Professional Liability

Village agrees to limit Consultant's liability to Village arising from the Consultant's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Consultant to all those named shall not exceed \$2,000,000 or total fee for the services rendered on this project, whichever is greater.

H. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice of default and the Consultant's failure to cure such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

I. Compliance with Laws

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

J. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

K. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

L. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

M. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

N. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

P. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

Q. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

R. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

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

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated March 14, 2008, the terms herein shall prevail.

T. Campaign Disclosure

1. Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
2. The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
3. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

4. By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Village of Downers Grove

By: *Gred B. Mann*

By: _____

Title: Exec. V. P.

Title: **Village Manager**

Date: 4.1.2008

Date: _____

CONSULTANT'S CERTIFICATION

Consultant, Christopher B Bunko Engineering Ltd hereby certifies that it is not barred from agreeing to this contract for:

Phase III Services Prairie Avenue Downers Grove IL
(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of Article 33E of Chapter 38 of the Illinois Compiled Statutes.

Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that consultant is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.

By: Arvid B. Mars
Consultant's Authorized Agent

3	6	-	3	9	6	8	9	3	9
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this 1 day of April, 20 08.

Melina Plandes
Notary Public

or _____
NAME

Social Security Number

Donations for the Village of Downers Grove

Based on the review of our files following donations have been made by Christopher B. Burke Engineering, Ltd. during Circa 2002-2007.

2005 – Citizens for Marilyn Schnell	\$ 100.00
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SCOPE OF SERVICES

10. Provide any assistance during the bidding process that the Village may require including preparing addenda, evaluation of bids, and prepare complete contract documents for distribution.

TASK 2 – SHOP DRAWING REVIEW

1. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
 - Coordinate with the IDOT liaison engineer those shop drawings and submittals that will require IDOT review and approval for the STP project. Typically, Contractor Information Sheet, Subcontractor Approval (BC 260a), EEO Submittals, Traffic Signal Submittals and the Bituminous and Concrete QA/QC Plan.
2. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Review Contractor's submittals for compliance with contract documents. Notify the VILLAGE of any deviations or substitutions. With the notification, provide the VILLAGE with a recommendation for acceptance or denial, and request direction from the VILLAGE regarding the deviation or substitution.
 - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the VILLAGE when it is necessary to disapprove work as failing to conform to the Contract Documents.

TASK 3 – CONSTRUCTION OBSERVATION

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

1. Coordinate with the design engineer and contractor to verify initial geometric controls.
2. Since the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies

SCOPE OF SERVICES

in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.

2. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through the Resident Engineer and Inspectors (as required by the contractor's schedule), who shall:
 - Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing work on-site, associated with the project.
 - Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review contractor's progress on a bi-weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
 - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
 - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
4. Except upon written instruction of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

SCOPE OF SERVICES

6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

CONSTRUCTION DOCUMENTATION

1. Keep an inspector's daily report book in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual.
2. Prepare payment requisitions and change orders for the Village's review and submittal to IDOT.
3. Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Respond to any Requests for Information from the Contractor.
5. The Resident Engineer and Inspector(s) will document all quantities and material inspections for the STP project following the guidelines in the Illinois Department of Transportation (IDOT) Construction Manual.
6. The Resident Engineer will complete the project close-out for the STP project as outlined in the Construction Manual including material inspection deficiencies, final quantity documentation, all IDOT checklists, and other final paperwork required by IDOT.

Because STP funds are being used on this project, CBBEL will be required and is prepared to follow the guidelines in the IDOT Construction Manual and use IDOT's ICORS system, which is now required on all local agency STP projects.

TASK 4 – TRAFFIC CONTROL INSPECTION

Perform Traffic Control Inspection as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.

SCOPE OF SERVICES

- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during project suspensions, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

TASK 5 – TRAFFIC SIGNAL IMPROVEMENTS

1. Review all submittals for the proposed traffic signals, including shop drawings and SCAT (Signal Coordination and Timing) information supplied by the Contractor for the new signals.
2. Be present at all traffic signal maintenance transfers and new signal turn-ons.
3. Reply to any RFI's from the Contractor regarding the traffic signal work.
4. Be readily available to the Resident Engineer to answer any questions or concerns that arise during construction.

TASK 6 – POST-CONSTRUCTION/PROJECT CLOSE-OUT

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the Village and prepare a final list of items to be corrected.
3. Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
4. Prepare final pay estimate and change order for the Village's approval.
5. Verify all necessary material inspection has been received and documented.
6. Submit the job box to the Village with all pertinent project information, including Record Drawings (see Task 7).

TASK 7 – RECORD DRAWINGS

1. Maintain a set of Record Drawings on which all changes are noted. Deliver both a full size set of drawings and CAD drawing file(s) on CD ROM to the VILLAGE at the completion of the Project.

SCOPE OF SERVICES

2. The Resident Engineer shall document the location (vertically and horizontally) of sewer and water services for inclusion in the Record Drawings or other format preferred by the Village.
3. The Resident Engineer shall submit to IDOT a "red-lined" set of plans (11x17) for the STP project, as required.

TASK 8 – EROSION CONTROL INSPECTION

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's Resident Engineer will inspect all erosion control measures installed during construction to insure they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the Village.

**PRAIRIE AVENUE RECONSTRUCTION
WORK EFFORT AND FEE STRUCTURE**

Classification	Project Manager ENG VI	Resident Engineer ENG IV	Resident Inspector ENG /III	Traffic Engineer ENG VI	Environmental Specialist ENV SP /III	Survey Manager SURV III	Surveyor (Crew Chief) SURV II	Surveyor (Rodman) SURV I	CADD Technician CADD II	Total Hours	% of Hours	Total Cost
IDOT Average Hourly Rate	\$68.33	\$46.96	\$29.23	\$68.33	\$28.46	\$45.25	\$30.36	\$25.50	\$38.49	35	1.7%	\$1,573.15
Task 1 - Shop Drawing Review	5	20	10									
Task 2 - Pre-Construction Services	5	20	30			2	10	10		77	3.8%	\$2,806.85
Task 3 - Construction Observation	40	840	740			2	10	10		1642	81.4%	\$54,458.90
Task 4 - Traffic Control Inspection		20								20	1.0%	\$939.20
Task 5 - Traffic Signal Improvements				30						30	1.5%	\$2,049.90
Task 6 - Post-Construction/Project Close-out		80								80	4.0%	\$3,756.80
Task 7 - Record Drawings			10			4	24	24	40	102	5.1%	\$3,353.54
Task 8 - Erosion Control Inspection					30					30	1.5%	\$853.80
Subtotal	50	980	790	30	30	8	44	44	40	2016		
% of Hours	2.5%	48.6%	39.2%	1.5%	1.5%	0.4%	2.2%	2.2%	2.0%			
Total Cost	\$3,416.50	\$46,020.80	\$23,091.70	\$2,049.90	\$853.80	\$362.00	\$1,335.84	\$1,122.00	\$1,539.60	Total Payroll Cost =		\$79,792.14
										Multiplier (2.5) =		\$199,480.35
										Direct Costs =		\$5,071.28
										TOTAL COST =		\$204,551.63

**DETAILED SUMMARY OF DIRECT COSTS
PRAIRIE AVENUE RECONSTRUCTION**

INHOUSE DIRECT COSTS

TRAVEL

Vehicle Usage:	100	\$45.00	\$4,500.00
	# of days	Rate per Day	Cost

OUTSIDE DIRECT COSTS

PRINTING

Record Drawings:	528	0.135	\$71.28
	Square Feet/set	\$/sq ft	

Full-Size: 88 sheets @ 6sf/sheet

Copy of 8.5 x 11: (Job Box for IDOT)	6250 sheets @ \$0.08/sheet	\$500.00
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TOTAL DIRECT COSTS = \$5,071.28