



# Agenda Item Executive Summary

AGENDA ITEM: Award for the Phase I Engineering Services for the Oak Ave Realignment

BOARD OR COMMITTEE: Board

BUDGET IMPACT			
Amount	\$ 597,353.53 (Over 2 FYs)	Budgeted	\$
Fund(s): General	Corresponding Activity Measure:		

**EXECUTIVE SUMMARY**

As the Oak St. Realignment project is a major goal for the newly created Lake Street TIF, the village issued an RFQ on May 23, 2025, for engineering services related to the Oak Street Realignment project, a key initiative of the new Lake Street TIF. Nine firms submitted Statements of Qualifications, and after review, three were interviewed. Michael Baker International Inc. was determined to be the most qualified.

**RECOMMENDATION**

Staff recommends entering into the professional services agreement with Michael Baker International

**ATTACHMENTS (PLEASE LIST)**

Memo, Resolution, Phase I Scope, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL	
Strategic Plan Goal: Continue long term capital improvements forecasting	
Short Term (1-3 Years):	Routine <input checked="" type="checkbox"/> Complex <input type="checkbox"/>
Long Term (3-5 Years):	Routine <input type="checkbox"/> Complex <input type="checkbox"/>

- ACTION REQUESTED**
- For Discussion Only
  - Resolution
  - Ordinance
  - Motion

**MOTION: MOVE TO APPROVE RESOLUTION # 2025-\_\_\_\_\_ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MICHAEL BAKER INTERNATIONAL FOR THE PHASE I ENGINEERING SERVICES FOR THE OAK AVENUE REALIGNMENT**

Staff: Tyler Isham, Assistant Director of Public Works                      Date: August 20, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Award for the Phase I Engineering Services for the Oak Ave  
Realignment**  
**Date:** August 20, 2025

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As the Oak St. Realignment project is a major goal for the newly created Lake Street TIF, the village issued an RFQ for engineering services for the project on May 23, 2025. Statements of Qualifications (SOQ) were due from interested firms by Friday, June 20, 2025. The Village received nine (9) SOQs, all from qualified and reputable firms.

Staff reviewed all the firms SOQs and the selection committee narrowed it down to three (3) firms to conduct interviews with. Of the three firms interviewed, Michael Baker International inc. was determined to be the most qualified firm to submit. Michael Baker has a significant amount of roadway improvement engineering experience working on projects most recently in Schaumburg, Bensenville, Cook County and IDOT roadways. Michael Baker is an engineering firm, and they will partner with HLR for environmental/surveying services and Rubino for geotechnical services, as subconsultants. The village has worked with both subconsultant firms in the past and has no concerns.

The consultant will conduct the Phase #1 design/engineering services for the realignment project including providing initial options for roadway design, obtaining resident feedback as well as assisting the village with consultation with U-46 on how this project can benefit the area. Phase #1 is anticipated to be completed in 15-18 months. Phase 2 design will follow. Some work items are being completed in Phase 1 instead of Phase 2 to provide a quicker timeframe for approval with IDOT and shorten the amount of time it takes to go to construction.

## **RECOMMENDATION**

Staff recommends entering into the professional services agreement with Michael Baker International Inc.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2025- \_\_\_\_\_ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MICHAEL BAKER INTERNATIONAL FOR THE PHASE I ENGINEERING SERVICES FOR THE OAK AVENUE REALIGNMENT**

**RESOLUTION 2025 - \_\_\_ - R**

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MICHAEL BAKER INTERNATIONAL FOR THE PHASE I ENGINEERING SERVICES FOR THE OAK AVENUE REALIGNMENT**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The agreement between the Village of Bartlett and Michael Baker International dated September 16, 2025 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to sign the Amendment to the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provision of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**      **September 16, 2025**

**APPROVED**    **September 16, 2025**

\_\_\_\_\_  
**Daniel H. Gunsteen, Village President**

**ATTEST:**

\_\_\_\_\_  
**Lorna Giles, Village Clerk**

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 -\_\_\_\_-R, enacted on September 16, 2025, and approved on September 16, 2025, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**OAK AVENUE REALIGNMENT**  
Bartlett Road, US RTE 20, N Oak Avenue  
**PHASE I ENGINEERING SERVICES**  
Village of Bartlett

**Michael Baker International, Inc**  
**September 3, 2025**

**PROJECT LOCATION**

The project is located on a new roadway alignment, beginning just south of Hickory Avenue on the south end and aligning through open land with existing Bartlett Road at US Route 20 (Lake Street). Work on US Route 20 (Lake Street) is anticipated approximately 500' west of Bartlett Road to a point approximately 500' east of Oak Avenue.

**PROJECT DESCRIPTION**

The Oak Avenue Realignment Project involves relocating existing Oak Avenue from its current alignment through open land to create a four-way intersection at US Route 20 (Lake Street) and Bartlett Road. The proposed alignment lies within a newly established Tax-Increment Financing (TIF) District and crosses both IDOT-owned and privately held land. The project, initiated at IDOT's direction, will create an approximately 0.35 miles new corridor with a curb and gutter cross section, pedestrian accommodations with new sidewalk, a shared use path on one side, planning for future street lighting, planning for a watermain extension and connections to the existing distribution system where possible, and the creation of a new four-way intersection at Lake Street and Bartlett Road. The project will require coordination with utility providers and potential utility relocations, as well as land acquisition.

Phase I engineering is set to begin in FY 25/26, followed by Phase II upon design approval. Funded through Motor Fuel Tax (MFT) and future sources which are to be determined, all project documentation and construction will adhere to IDOT federal aid guidelines. The PROJECT is scoped for a State Approved Categorical Exclusion documented within in a Project Development Report (BLR Form 22210) per IDOT BDE requirements for Design Approval.

The Village of Bartlett is herein referred to as VILLAGE, and the Illinois Department of Transportation is herein referred to as IDOT. Michael Baker International, Inc. hereinafter referred to as the CONSULTANT and work performed by subconsultants hereinafter referred to as the SUBCONSULTANT in this document.

**PROJECT ASSUMPTIONS AND EXCLUSIONS**

- All coordination meetings are assumed to be virtual via video conferencing platforms unless otherwise indicated
- The Village will furnish relevant documentation and data to support the project, including record plans, GIS utility atlas information, local standard details and specifications, future land use plans, zoning maps, pavement condition reports, maintenance history, traffic counts, turning movement data, and crash reports. This information will be made available to the Consultant and Subconsultants for use throughout the design process.
- A Public Information Meeting will be required; this will be an in-person meeting

- Assume traffic control for construction will require MOT staging plans accompanied by IDOT Highway Standards. Additionally, it is assumed the project can be constructed with stage construction. No detour is anticipated and no detour analysis/report is included.
- An FHWA Coordinating Meeting will be required.
- Any necessary Village Board or Committee presentations will be coordinated and made by Village staff

**PROJECT INFORMATION**

		<u>Length</u> (ft.)	# of Sheets (1"=20' scale)	# of Sheets (1"=50' scale)
<b>Project Limits:</b>				
Mainline	Oak Avenue South of Jessica to 300' N of Lake Street	2500	5	3
Mainline	US Route 20 (Lake Street) 500' W of Bartlett Rd to 500' E of Oak Ave	1900	4	2
Side Road	N Hickory Avenue Realignment to Jessica Lane	200	1	1
Side Road	Eastview School Entrance New Oak Ave to Existing North Entrance	600	2	1
		Total Project Study Length (Feet)	5200	
		Total Project Study Length (miles):	0.98	
		Total Plan Sheets	12	7
		*Total Survey Length (feet):	6000	

**20 Scale 500 Feet**

**50 Scale 1200 Feet**

\* Survey length covers 20-Scale sheet limits

**Signalized Intersection(s)**

- 1 Oak Avenue & US Route 20 (Lake Street)
- 1 Bartlett Rd & US Route 20 (Lake Street)

**Unsignalized Intersection(s)**

- 1 Jessica Ln & N Hickory Ave
- 1 N Hickory Ave & Oak Ave
- 1 Realigned Oak Avenue & Eastview School Access Road

**Driveways**

**Interchange(s)**

None

**Waterway Crossing(s)**

None

## PHASE I – PRELIMINARY ENGINEERING SERVICES

### TASK 1 - Early Coordination and Data Collection

- 1.01 Initial Meeting with Village - We will conduct a joint kick-off meeting with the Village and the Design Staff from Michael Baker, with meeting minutes to be prepared by Michael Baker.
- 1.02 Collecting available existing information required for the Phase I Report and performing the necessary classification and cataloging for use in subsequent tasks, including:
- Collect and review any available previous studies and existing roadway plans.
  - Collect land use, public transit, zoning, school district, driveway permits, maps and plans.
  - Collect crash data including police accident reports provided by the VILLAGE for 5 years, to be used in TASK 7.
  - Obtain publicly available aerial imagery, Microfilm, and as-builts.
  - Coordinate with the Village to incorporate Village GIS files for existing utilities including storm, sanitary, water distribution, electrical/lighting, trees, signs, etc.
- 1.03 Preliminary Utility Company Coordination - We will order a Design J.U.L.I.E. ticket to identify any facility owners in the project limits. Michael Baker will send letters or e-mails and project location maps to the identified utility companies to obtain public utility and dry utility atlas maps.

### TASK 2 - Topographic and Land Survey (Subconsultant Coordination)

- 2.01 Topographic Survey - Full topographic survey of the project area for use in both the Phase I and Phase II Engineering design. Horizontal control utilizing state plane coordinates will be established. Vertical control will be performed using a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on NAVD 88 datum holding one of the GPS control points.
- Topo of all hard surfaces will be completed with a ground-based scanner/LIDAR and features will be extracted on a 50' cross section interval perpendicular to the street the cross section is on, at driveways, and all other grade controlling features. Topo of the field / ground area will be completed with a drone-based LIDAR providing +/- 1.5-inch vertical accuracy. Additional conventional work may still be needed in highly vegetated areas during leaf-on periods.
- Typical hard surface items such as curb and gutters, road center line, pavement markings, sidewalks, trees, signs, drainage structures, driveway culverts, crossroad culverts, driveways and building faces will be collected and defined in the topographic survey.
- Visible utilities will be located within the project limits. Utility location will consist of ASCE standard 38-02 Level QL-C Data. This utility survey will collect invert directions and elevations on storm sewer, water main, and sanitary sewer structures within the project area and one structure away allowing pipe elevations to be interpolated within the project location. If the one structure out is located on private property, contact information and access will be coordinated and provided by the client. The utility locate shots will also be used as verification points for the ground-based LIDAR scan data. Manhole lids that cannot be opened with a manhole pick and structures/culverts full of debris or clogged will be reported to the client. It will be the client's responsibility to coordinate with the utility provider for opening and or cleaning before data can be collected.
- 2.02 Topographic Survey - Land Survey / Existing Right-of-Way Survey - The existing right-of-way will be established using monumented property corners, section corners, recorded subdivision plats, plats of dedication, and other existing documentation IDOT and Bartlett provide. Existing easements will not be shown unless specifically directed to do so. Costs of recorded documents will be billed as a direct cost. The existing right-of-way will be determined by an Illinois Professional

Land Surveyor. The deliverable for this task will be a .dgn file for use in design as well as future use in Plat of Highways.

**A copy of HLR's proposal is included in Attachment B.1**

**TASK 3 - Prepare Environmental Survey Request (ESR), Wetland Impact Evaluation (WIE), and Section 4(f) Report) (Subconsultant Coordination)**

- 3.01 HLR will prepare and submit an ESR to obtain the latest natural resource information from various regulatory agencies, both federal and state. This information will be critical for the permitting phase and will be requested through correspondence. The ESR exhibits will include an aerial map showing the existing right-of-way and the ESR limits, National Wetland Inventory maps, floodplain maps, historic area maps and a photo log of all structures and/or buildings that may be 50 or more years old.

Agencies include Archaeological/Historic/Architectural (IHPA), Wetlands (IDNR, USACE), Biological Survey (INHS, IDNR, USFWS), and Special Waste Survey (ISGS).

HLR will review the wetland impact exhibit and complete the WIE form provided by Michael Baker MBI if wetlands are found.

- 3.02 The following Section 4(f) protected property is located within the project limits: Eastview Middle School. Based on the scope of work, there are possible impacts to this Section 4(f) resource. A Section 4(f) de minimis report will be prepared for each impacted property. It is assumed that one (1) property will have Section 4(f) de minimis.

**A copy of HLR's proposal is included in Attachment B.1**

**TASK 4 - Environmental Services (Subconsultant Coordination)**

- 4.01 A Wetland Screening and Memorandum - HLR will conduct a map review of the project for wetlands. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- DuPage County Wetland Map
- USDA Soil Survey
- Hydric Soils of the United States
- Flood Insurance Rate Maps

From review of preliminary mapping there does not appear to be any wetlands or waterways mapped within the project limits. Therefore, we propose completing a wetland screening. If potential wetlands are identified, then a formal delineation will be conducted. If there are no wetlands, a brief wetland screening memorandum will be prepared summarizing our negative wetland findings.

- 4.02 Wetland Delineation and Report (if needed) - If potential wetlands are identified, HLR will perform a formal wetland delineation of up to two wetlands identified within the proposed project area. The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by

the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. The investigation will meet the requirements of these regulations as well as the requirements of the DuPage County Stormwater Management Commission by identifying the type, functions, and boundary of the wetlands involved.

If wetlands are found, a wetland delineation report will be prepared summarizing the findings of the fieldwork. Included in the report will be the required wetland delineation data sheets, floristic quality assessments, and photographs that summarize the findings of the field investigation as well as figures that detail the maps reviewed and current wetland boundaries of the site. This task assumes a wetland delineation for up to two wetlands.

- 4.03 Preliminary Environmental Site Assessment - HLR will conduct a Preliminary Environmental Site Assessment (PESA) for all properties along the Oak Street Realignment, excluding IDOT-owned US Route 20 right-of-way. The assessment will follow established standards and include historical research, database reviews, on-site evaluations, and analysis of environmental conditions. Within a half-mile of the project, several environmental concerns were identified, including LUST sites, SRP listings, and RCRA entries. No oil or gas pipelines are present. A final report with supporting documentation and photographs will be submitted, including a review of IDOT's ISGS PESA report.

The Preliminary Environmental Site Assessment (PESA) is valid for a period of 6 months; there we anticipate that we will need to update the initial PESA completed for this project. This will include ordering the environmental database record, conducting a site visit and completing a written PESA update as an addendum to the original report.

- 4.04 Tree Survey and Memorandum - A Certified Arborist will conduct a tree survey of all trees 3 inches and greater within the project limits. All trees will be tagged and surveyed. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The findings of the tree survey will be summarized in a tree memorandum.
- 4.05 Illinois Department of Agriculture (IDOA) Coordination - As there are prime farmlands that will be impacted by the construction of the new road, coordination will be required with IDOA. This will include a calculation of prime farmlands within the corridor and completion of NRCSCPA-106 form.
- 4.06 Noise Analysis and Technical Report - A noise analysis is required for the Oak Avenue realignment due to the new road alignment and presence of sensitive receptors (homes, a church, and a school). HLR will follow IDOT and FHWA guidelines to assess current and future noise levels using traffic data, site visits, and modeling (TNM). Noise monitoring will occur at three locations, and up to eight receptors will be evaluated. If noise impacts are identified, feasibility and reasonableness of abatement measures (e.g., noise walls) will be analyzed. A technical report will summarize findings, and residential coordination may be needed in Phase 2 if abatement is pursued.

**A copy of HLR's proposal is included in Attachment B.1**

#### **TASK 5 - Geotechnical Investigation (Subconsultant Coordination)**

- 5.01 Rubino Engineering will obtain pavement cores to determine the composition and thickness of the existing pavement. We will coordinate the locations of the cores with the Village and Rubino.
- 5.02 Rubino Engineering will obtain soils borings along proposed roadway alignments to determine soil properties and identify ground water levels to assess suitability for construction. We will coordinate the locations of the borings with Rubino once a chosen preferred alignment is determined.

**A copy of Rubino's proposal is included in Attachment B.2**

## **TASK 6 - Traffic Analysis**

IDOT mandates that all signalized intersections be assessed for warrants and that signalized intersections maintain an acceptable Level of Service (LOS). Intersection studies will be conducted to determine required traffic control and lane configurations to achieve acceptable LOS and required storage lengths to accommodate queue lengths. Review and tabulate data collected in TASK 1 from the VILLAGE.

- 6.01 Perform intersection turning movement, bicycle and pedestrian counts at the existing intersections and driveways using traffic video camera systems (by SUBCONSULTANT HLR). Data collection to include a 48-hour count at the Route 20 (Lake Street) and Bartlett Road Intersection, 24-hour intersection counts at three (3) intersections along Oak Avenue (N. Hickory Avenue and two (2) Eastview Middle School entrances), and 12-hour intersection counts at N. Hickory Avenue and Jessica Avenue and at eight (8) driveway intersections along Oak Avenue and Route 20 (Lake Street). Count collection to extend beyond study intersections to capture volume information needed to evaluate travel pattern redistributions.
- 6.02 Traffic Volume Development (Existing, No Action, and Build concepts) - Reduce and tabulate traffic count data; determine A.M., School P.M., and P.M. peak hours; prepare traffic volume exhibits. Develop design hourly traffic volumes (DHV's) based on existing traffic volumes. Develop future "No Action" condition volumes for a future design year by applying background growth based on historic count data or other volumes provided by others. Develop future build condition volume estimates for up to two volume scenarios representing various changes to access by applying redistribution of traffic volumes based on change in access and realignment. Replica origin-destination data may be used as required to supplement volume development.
- 6.03 Operations Analysis - Prepare A.M., School P.M., and P.M. capacity analyses for the following intersections: Route 20 (Lake Street) and Bartlett Road, Route 20 (Lake Street) and Oak Avenue, and Oak Avenue and N. Hickory Avenue. Analysis to be prepared for the Existing Year and Forecast Year "No Action" conditions, as well as two build concept alternatives and one final preferred concept. Analysis to be conducted with either Synchro or Highway Capacity Software (HCS) using Highway Capacity Manual (HCM) methodologies. SIDRA to be utilized to evaluate roundabout options.
- 6.04 Warrant Analysis - Perform signal warrants at four intersections: 1) Route 20 (Lake Street) and Bartlett Road, 2) Route 20 (Lake Street) and Oak Avenue, 3) Oak Avenue and Eastview Middle School extension roadway, and 4) Oak Avenue and Realigned Hickory Avenue. Perform all-way stop-controlled intersection warrants based on MUTCD standards and guidance at Oak Avenue and Realigned Hickory Avenue if required under alternatives analysis.
- 6.05 Evaluate uncontrolled pedestrian crossings utilizing IDOT's TRA-23 guidelines. Evaluation of up to five locations is anticipated.
- 6.06 Prepare queue length summaries including red-time calculations at the Route 20 (Lake Street) intersections.
- 6.07 Traffic analyses and summaries will be submitted as part of the Project Development Report. One revision of capacity analyses and signal warrants, including responses to IDOT comments, is included.

## **TASK 7 - Crash Analysis**

To satisfy IDOT and FHWA requirements, it will be necessary to review crash data for the study area to determine the existence of any safety hazards. The safety analysis will include Route 20 (Lake Street) between Old Lake Street and Club Tree Drive, Oak Avenue between Route 20 (Lake Street) and 500-ft south of Hickory Avenue, and Hickory Avenue between Oak Avenue and 450-ft south of Oak Avenue. This work item will include:

- 7.01 A Review and tabulate data 5 years of crash data collected in TASK 1 from the VILLAGE.
- 7.02 Plot collision diagrams at key locations.
- 7.03 Prepare wet/dry and lighting crash analysis.
- 7.04 Evaluate safety improvement needs, identify countermeasures and prepare crash analysis narrative.

## **TASK 8 - Drainage Investigation**

Roadway drainage and detention will be planned for with emphasis placed on handling the roadway corridor needs.

### **8.01 EXISTING DRAINAGE SYSTEM**

- Develop general location drainage map on one (1) plan sheet.
- Prepare Existing Drainage Plan on six (6) plan sheets at 1" = 50-scale and one (1) overall sheet with delineated drainage areas in accordance with IDOT Drainage Manual.
- Document identified drainage problems.
- Evaluate one (1) existing culvert crossings using HY-8. The existing culvert under Oak Avenue east of Jessica Lane will need to be evaluated for existing conditions and may require reconstruction. It is anticipated that the culvert will not require a hydraulic report because it is not located at a mapped floodplain or well-defined stream.
- Review existing field tiles investigation findings

### **8.02 PROPOSED DRAINAGE SYSTEM**

- Design criteria will be based on IDOT Drainage Manual in accordance with ISWS Bulletin 75 rainfall data. In addition, DuPage County Stormwater Management Ordinance will be followed for sizing the detention systems. Obtain DuPage County Stormwater Certification if wetlands are present.
- Outlet evaluation for up to four (4) outlets.
- Stormwater detention analysis. Additional impervious area will be added that require detention analysis for proposed conditions. Michael Baker will evaluate the area between old Oak Avenue, realigned Oak Avenue, and the Eastwood Middle School access drive for detention suitability and capacity. Detention alternatives evaluated will include primarily above ground surface detention, and no oversized sewer detention will be considered. Excess capacity beyond that which is needed for the roadway footprint to offset future development of adjacent parcels will also be considered, but the focus will be on meeting the proposed roadway detention needs. The analysis will follow DuPage County Stormwater Management Ordinance requirements.
- Perform Right-of-Way Analysis.
- Drainage alternatives. Assumes the alternatives considered will be briefly summarized, including why the chosen one was preferred.
- Drainage calculation includes hydrologic and hydraulic analysis of culverts, ditches, storm sewer and inlet spacing.
- Local & other agency coordination assumes a virtual meeting with the Village and a virtual meeting with IDOT Hydraulics.
- Proposed drainage plan prepared on eleven (11) plan and profile sheets at 1" = 20-scale.

- Water quality/BMP Design. Determine water quality requirements for the added impervious area of the Realigned Oak Avenue and other improvements.

### 8.03 Location Drainage Study

- Study assembly. Prepare the location drainage study report.

## TASK 9 - Preliminary Geometric Design

The following is based on IDOT BLRS Design Approval requirements with details as discussed at the August 26, 2025 pre-scoping meeting between the Michael Baker design team and Village of Bartlett. Michael Baker will analyze build alternatives for intersections, intersecting roadway alignments, and pedestrian and bicycle accommodations. This task also includes Phase I design and plans for horizontal and vertical alignment, intersection, traffic signal, and maintenance of traffic.

9.01 Design Criteria: Develop and document design criteria for Oak Avenue, local streets, driveways

9.02 Build Alternatives Analysis: Michael Baker will develop alternative exhibits and evaluation summaries for the following arterial and intersection alternatives:

- Hickory Avenue and Jessica Avenue at realigned Oak Avenue. Develop and evaluate two (2) concepts considering the realignment of N. Hickory Avenue between Jessica Avenue and realigned Oak Avenue. Evaluation will consider horizontal and vertical alignment, sight distance and control options for two closely spaced intersections.
- Eastview Middle School access to realigned Oak Avenue. Develop and evaluate two (2) concepts including connections to the existing northern and southern school drives.
- Old Oak Avenue access to Realigned Oak Avenue. Develop two (2) concepts considering school access, RIRO access from Old Oak Avenue at Route 20 (Lake Street), Eastwood Middle School access to realigned and old Oak Avenue, and traffic calming to deter undesired cut-thru traffic.
- Realigned Oak Avenue and Eastwood Middle School primary access road. Develop and evaluate two (2) concepts: roundabout and traditional three-leg intersection designs

9.03 Multi-Modal Alternatives

- Design of Realigned Oak Avenue to include sidewalk on one side and bike path on the other side. Consider existing sidewalks and bike paths north and south of project limits; pedestrian and bicycle traffic generators like residential, education, and commercial assets in and near the project area; Realigned Oak Avenue crossing locations and control. Develop two (2) concepts for multi-modal accommodations along Realigned Oak Avenue and adjacent improved roadways.

9.04 Horizontal and Vertical Geometric Design: Michael Baker will develop horizontal and vertical geometry for Realigned Oak Avenue, Route 20 (Lake Street), Eastview Middle School access roadway, and N. Hickory Avenue. Bentley Open Roads Designer (ORD) will be used to develop alignment models.

- Phase I Plan Set Sheets: Michael Baker will create a title sheet, schematic plan, and general notes for the Realigned Oak Avenue Phase I plans
- Typical Sections: Create typical sections for Oak Avenue (curb and gutter, one lane in each direction, sidewalk and bike path, utilities), Route 20 (Lake Street) at Realigned Oak Avenue, Route 20 (Lake Avenue) at old Oak Avenue, Eastview Middle School access road, N. Hickory Avenue, Jessica Avenue, and a typical commercial driveway. Create conceptual typical sections for Village review and stakeholder engagement; seven (7) sections at 6 hours per

section, 42 hours. Address agency and stakeholder comments and update typical sections for inclusion in final PDR; seven (7) sections at 4 hours per section, 28 hours.

- Critical cross sections: Cross sections will be displayed on sheets for critical locations of maximum grading, existing feature impact, or other key design elements. Assume critical locations every 200-ft. Grading and limits will be determined from the ORD model and critical cross sections to establish construction limits, ROW takes, and the future ROW footprint of Realigned Oak Avenue. Fifteen critical sections will be created: Realigned Oak Avenue (10 cross sections), Eastview Middle School access road (2 sections), N. Hickory Avenue (1 section), Old Oak Avenue (2 sections).A

#### 9.05 Intersection Details:

- Realigned Oak Avenue and Route 20 (Lake Street). Prepare Intersection Design Study for redesigned intersection with new fourth south leg. Assemble analysis inputs from TASK 6 – Traffic Analysis.

#### 9.06 Signal Design:

- Conceptual layout of proposed signal equipment at Route 20 (Lake Street) and Bartlett Road/Oak Avenue. Conceptual layout to include locations of proposed mast arm poles, pedestrian poles, push buttons, signal heads, controller cabinet, and detection devices.

#### 9.07 Maintenance of Traffic:

- Much of the realigned Oak Avenue can be constructed offline with minimal impact to existing roadways. At the project termini, to the north where realigned Oak Avenue meets Route 20 (Lake Street) and to the south at the reconfigured intersection with Oak Avenue and N. Hickory Lane, Michael Baker will develop conceptual plans for staged construction. The conceptual phasing will include temporary pavement to minimize the impact to Route 20 (Lake Street) and existing Oak Avenue. MOT notes will prescribe construction sequencing to minimize impact to Eastview Middle School and Bartlett Fire Protection District Station No. 1. Conceptual MOT phasing exhibits and sequencing will be included in the PDR.

### **TASK 10 - Public Information Meeting**

10.01 The Federal Highway Administration (FHWA) requires public meetings as part of the National Environmental Policy Act (NEPA) process to ensure early and meaningful public involvement in federally funded transportation projects. These meetings must be held when a project involves major changes—such as significant right-of-way acquisition, substantial roadway modifications, or notable environmental, social, or economic impacts. Based on the scope of the project and the likelihood of obtaining Federal funding sources, a public meeting will be required. This work item will include:

- Selection of and coordination with public meeting venue.
- Preparation of public meeting newspaper legal notice.
- Preparation of public meeting brochure.
- Preparation and distribution of public meeting notification letters to area residents and businesses.

10.02 Preparation of public meeting exhibits (excludes existing/proposed renderings).

- Provide public meeting materials to Village for inclusion on website.

10.03 Preparation for and attendance at public meeting dry run with Village if requested.

- 10.04 Attendance at public information meeting.
- 10.05 Preparation of meeting summary and responses to comments received.

#### **TASK 11 - Draft Project Development Report**

It is anticipated that the environmental process results will confirm that the proposed improvement meets the requirements for a State Approved Categorical Exclusion. Consequently, this work task will involve integrating project data and engineering studies into a Draft Project Development Report (PDR) that complies with IDOT requirements as specified in BLR Form 22210. It is assumed that the Draft PDR will be submitted electronically. Specifically, this work item will include the following:

- 11.01 Prepare report exhibits, including a location map and a land use exhibit.
- 11.02 Compose the text and Compile appendices for the PDR.
- 11.03 Prepare Design Exception Guideline (BLR 22000); Includes one revision based on IDOT comments.
- 11.04 Prepare Design Exception forms (BLR 22120). Assume no more than 4 design exception requests will be necessary. Includes one revision of each design exception based on IDOT comments.
- 11.05 Prepare a checklist and exhibits for bicycle accommodations in accordance with BLRS Chapter 42-2.
- 11.06 Provide Draft PDR for Village review. Includes QA/QC before submittal.
  - Provide a disposition of Village comments and revise Draft PDR; includes one round of revisions.
- 11.07 Submit the Draft PDR for IDOT review (assume one submittal).
  - Attend review meeting/phone conference with IDOT and Village, if required.
- 11.08 Preliminary Cost Estimate

#### **TASK 12 - Meetings**

This item allocates time for coordination with the VILLAGE, IDOT, and other relevant agencies. It includes the preparation of meeting materials and the documentation of meeting minutes for each session. For scoping purposes, it is assumed that all meetings will be conducted virtually, an FHWA Coordinating Meeting will be required, and any necessary Village Board or Committee presentations will be coordinated and made by Village staff. The following tasks are included:

- 12.01 Conduct a meeting with IDOT Local Roads Field Engineer to discuss the IDOT owned parcel of land required for this project and determine the best path forward to begin working with IDOT to acquire the entire parcels for Village ownership and control. We will coordinate with our subcontractor HLR to have them attend also.
- 12.02 Organize and lead a Phase I Kick-Off Meeting with IDOT, the Village, and the planning liaison to present the project's objectives and scope. The meeting will establish consensus on the required components for inclusion in the Project Development Report (PDR), confirm acceptance of the proposed project schedule, and secure commitment from all parties to conduct timely reviews throughout the project. We will coordinate with our subcontractor HLR to have them attend also.
- 12.03 Facilitate coordination with School District U-46 to address potential project impacts on Eastview Middle School. This includes planning and conducting up to three (3) dedicated meetings focused

on identifying and responding to the school's specific needs related to the project. We will coordinate with our subcontractor HLR to have them attend also.

- 12.04 Conduct coordination meetings with Fire Protection District to discuss land acquisition for improvements to the Jessica/Hickory/Oak intersection. We will coordinate with our subcontractor HLR to have them attend also.
- 12.05 Coordination with IDOT regarding processing of submittals and reviews.

### **TASK 13 - Final Project Development Report**

- 13.01 Based on the review outcomes of the draft report by the Village and IDOT, as well as feedback from public involvement activities and comments, the Final Project Development Report (PDR) will be prepared. Design Approval will be requested from IDOT and it is assumed that the Final PDR will be submitted electronically. This work item will include the following tasks:
- Prepare a disposition of IDOT comments on the draft PDR.
  - Revise and edit the draft PDR report.
  - Revise and edit draft PDR exhibits and appendices.
  - Provide Final PDR for Village approval
  - Provide a disposition of Village comments and revise Final PDR up to one time. Includes QA/QC before submittal to IDOT.
  - Prepare Checklist for Determination of State/Federal Approved Categorical Exclusions (BLR 19110). Provide Final PDR for Village signature. Includes QA/QC before submittal.
  - Finalize Preliminary Cost Estimate
  - Submit the Final PDR to IDOT for Design Approval

### **TASK 14 - QA/QC Review**

- 14.01 Reviews of the project will be performed at each of the key milestone submittals in accordance with Michael Baker's Quality Assurance / Quality Control plans. The reviews will be performed by a professional engineer independent of the design team. One of Michael Baker's Resident Engineers will also complete a full contract document review. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required.

### **TASK 15 - Administration and Project Coordination**

- 15.01 Project Administration - This item includes project setup, monthly invoicing, preparation of status reports, and in-house coordination meetings. This item also includes regular client coordination and implementation and execution of Michael Baker's project specific quality management plan (PSQMP) for the milestone deliverables.
- Project Submittals - As noted above, we will make the necessary document submittals and follow through with each agency in regard to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. We will provide to the Village all reports, plans, studies and other information as requested in digital format.

# **Attachment A.1**

Cost Estimate for Consulting Services – Michael Baker International

Task Number	Task ID	Labor Cost	Total Hours	Percent of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager
<b>PHASE I – PRELIMINARY ENGINEERING SERVICES</b>					<b>\$90.00</b>	<b>\$88.03</b>	<b>\$86.89</b>	<b>\$59.47</b>	<b>\$39.81</b>	<b>\$75.54</b>	<b>\$59.47</b>	<b>\$84.19</b>	<b>\$63.83</b>	<b>\$80.40</b>	<b>\$56.93</b>
Task 1	Early Coordination and Data Collection	\$ 3,284.99	51	2.3%	2	5	4	21	9	0	0	0	0	6	4
Task 2	Topographic and Land Survey (Subconsultant Coordination)	\$ 1,454.82	22	1.0%	0	2	4	8	0	0	0	0	0	0	8
Task 3	Environmental Survey Request, Wetland Impact Evaluation (WIE) and Section 4(f) Report (Subconsultant Coordination)	\$ 1,057.14	14	0.6%	0	2	0	4	0	0	0	0	0	8	0
Task 4	TASK 4 - Environmental Services (Subconsultant Coordination)	\$ 2,129.34	26	1.2%	0	0	6	0	0	0	0	0	0	20	0
Task 5	Geotechnical Investigation	\$ 506.80	8	0.4%	0	0	4	0	4	0	0	0	0	0	0
Task 6	Traffic Analysis	\$ 21,153.16	410	18.4%	0	4	12	0	280	114	0	0	0	0	0
Task 7	Crash Analysis	\$ 6,387.76	118	5.3%	0	4	6	0	74	34	0	0	0	0	0
Task 8	Drainage Investigation	\$ 29,652.92	440	19.7%	0	0	0	0	0	0	0	77	363	0	0
Task 9	Preliminary Geometric Design	\$ 24,212.74	474	21.3%	0	7	28	159	258	8	14	0	0	0	0
Task 10	Public Information Meeting	\$ 10,165.90	146	6.5%	6	20	32	18	12	0	0	0	0	10	48
Task 11	Draft Project Development Report	\$ 10,736.10	170	7.6%	0	11	32	47	42	0	6	10	10	0	12
Task 12	Meetings	\$ 6,859.58	88	3.9%	2	26	30	30	0	0	0	0	0	0	0
Task 13	Final Project Development Report	\$ 7,079.15	115	5.2%	0	12	15	36	24	0	6	0	2	0	20
Task 14	QA/QC Review	\$ 3,203.88	38	1.7%	10	12	0	0	0	8	0	0	0	8	0
Task 15	Administration and Project Coordination	\$ 9,687.24	110	4.9%	2	108	0	0	0	0	0	0	0	0	0
Total Labor Cost		\$ 137,571.52			22	213	173	323	703	164	26	87	375	52	92
Multiplier (2.70)		\$ 364,564.53													
Direct Costs (See Attached)		\$ 5,465.00													
Sub Consultant Expenses (See Attached)		\$ 227,324.00													
<b>TOTAL ENGINEERING FEE:</b>		<b>\$ 597,353.53</b>	<b>2230</b>	<b>100%</b>											



		# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 4 TASK 4 - Environmental Services (Subconsultant Coordination)</b>																
04.01	Wetland Screening and Memorandum (Subconsultant Coordination)		5	19%			1							4		
04.02	Wetland Delineation and Report (Subconsultant Coordination)		5	19%			1							4		
04.03	Preliminary Environmental Site Assessment (Subconsultant Coordination)		5	19%			1							4		
04.04	Tree Survey and Memorandum (Subconsultant Coordination)		3	12%			1							2		
04.05	Illinois Department of Agriculture (IDOA) Coordination (Subconsultant Coordination)		3	12%			1							2		
04.06	Noise Analysis and Technical Report (Subconsultant Coordination)		5	19%			1							4		
	<b>SUBTOTALS =</b>	<b>0</b>	<b>26</b>	<b>100.0%</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	
<b>Task 5 Geotechnical Investigation</b>																
05.01	Pavement Cores (Subconsultant Coordination)		4	50%			2		2							
05.02	Soil Borings (Subconsultant Coordination)		4	50%			2		2							
	<b>SUBTOTALS =</b>	<b>0</b>	<b>8</b>	<b>100.0%</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

	# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 6 Traffic Analysis</b>															
<b>06.01</b>	<b>Perform turning movement counts</b>														
	Counts to include bicycles and pedestrians. Four roadway intersections and eight driveway intersections. (Subconsultant Coordination)	2	0.5%			1			1						
<b>06.02</b>	<b>Develop traffic volumes</b>														
	Existing, future No-Action, and two Build concept A.M., School P.M., and P.M. peak hours	59	14.4%			3		40	16						
<b>06.03</b>	<b>Conduct traffic operations analysis</b>														
	Use HCS or Synchro for Existing, future No-Action, and two Build concepts for A.M., School P.M., and P.M. peak hours; SIDRA to be used for any roundabout concept operations analysis; Provide preferred alternative support using analysis results	192	46.8%					144	48						
<b>06.04</b>	<b>Prepare signal warrant analysis</b>														
	Four existing and potential intersections based on MUTCD standards	48	11.7%					36	12						
<b>06.05</b>	<b>Evaluate uncontrolled pedestrian crossings</b>														
	Use IDOT TRA-23 guidelines	22	5.4%					16	6						
<b>06.06</b>	<b>Prepare queue length summaries</b>														
	Include red-time calculations at signalized intersections	24	5.9%					16	8						
<b>06.07</b>	<b>Prepare traffic analysis summaries</b>														
	Submit with the Project Development Report	63	15.4%		4	8		28	23						
	<b>SUBTOTALS =</b>	<b>0</b>	<b>410</b>	<b>100.0%</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>0</b>	<b>280</b>	<b>114</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Task 7 Crash Analysis</b>															
<b>07.01</b>	<b>Review and tabulate crash data collected in TASK 1</b>														
		44	37.3%					32	12						
<b>07.02</b>	<b>Plot collision diagrams</b>														
		32	27.1%					28	4						
<b>07.03</b>	<b>Prepare wet/dry and lighting crash analysis</b>														
		10	8.5%					8	2						
<b>07.04</b>	<b>Evaluate safety improvement needs, identify countermeasures and prepare crash analysis narrative</b>														
		32	27.1%		4	6		6	16						
	<b>SUBTOTALS =</b>	<b>0</b>	<b>118</b>	<b>100.0%</b>	<b>0</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>74</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

	# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 8 Drainage Investigation</b>															
<b>08.01 Existing Drainage System</b>															
General Location Drainage Map on one (1) plan sheet	1	8	1.8%								2	6			
Existing Drainage Plan on seven (7) plan sheets	7	55	12.5%								7	48			
Identified Drainage Problems		12	2.7%								2	10			
Existing Culvert Hydraulic Analysis		14	3.2%								2	12			
Review Existing Field Tiles Investigation		7	1.6%								1	6			
<b>08.02 Proposed Drainage System</b>															
Design Criteria		4	0.9%								1	3			
Outlet Evaluation		12	2.7%								2	10			
Stormwater Detention Analysis		48	10.9%								8	40			
Right-of-Way Analysis		8	1.8%								2	6			
Drainage Alternatives		14	3.2%								2	12			
Drainage Calculations		76	17.3%								20	56			
Local & Other Agency Coordination		8	1.8%								4	4			
Proposed Drainage Plan on eleven (11) P&P sheets at 1:20 scale	11	88	20.0%								10	78			
BMP Design		32	7.3%								8	24			
<b>08.03 Location Drainage Study</b>															
Exhibits		13	3.0%								1	12			
Supporting documents (incl. inputs and outputs)		13	3.0%								1	12			
Study Assembly		28	6.4%								4	24			
SUBTOTALS =	19	440	100.0%	0	0	0	0	0	0	0	77	363	0	0	

	# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 9 Preliminary Geometric Design</b>															
<b>09.01 Design criteria</b>		16	3.4%			2	4	10							
<b>09.02 Build Alternatives Analysis</b>															
Hickory Avenue Intersection realignment (2 concepts)		19	4.0%			2	8	9							
Eastview Middle School access (3 concepts)		34	7.2%		1	3	6	24							
Old Oak Avenue access to Lake Street (2 concepts)		31	6.5%		1	2	8	20							
Realigned Oak Avenue and Eastview Middle School access intersection (2 concepts, roundabout and three-leg with single approach stop control)		22	4.6%			2	8	12							
<b>09.03 Multi-Modal Alternatives</b>															
Sidewalk and bike path - two (2) concepts		28	5.9%			2	10	16							
<b>09.04 Horizontal and Vertical Geometric Design</b>															
Title, Schematic, General Notes Sheets	3	26	5.5%		1	2	6	17							
Create Typical Sections (7 sections)	3	54	11.4%			2	12	40							
Critical Cross Sections (15 sections)		36	7.6%			1	15	20							
Plan and Profile - Realigned Oak Avenue (50-scale)	3	60	12.7%			2	32	26							
Plan and Profile - Cross Streets (50-scale)	4	64	13.5%		2	2	28	32							
<b>09.05 Intersection Details</b>															
Route 20 (Lake St) at Realigned Oak Avenue IDS	1	20	4.2%			2	6	12							
<b>09.06 Signal Design</b>															
Concept plan	2	24	5.1%			2			8	14					
<b>09.07 Maintenance of Traffic</b>															
Conceptual MOT for phased construction of intersections		40	8.4%		2	2	16	20							
<b>SUBTOTALS =</b>	<b>16</b>	<b>474</b>	<b>100.0%</b>	<b>0</b>	<b>7</b>	<b>28</b>	<b>159</b>	<b>258</b>	<b>8</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

		# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 10</b>	<b>Public Information Meeting</b>															
<b>10.01</b>	<b>Public Meeting</b>															
	Selection and coordination with public meeting venue		4	2.7%		2	2									
	Preparation of public meeting newspaper legal notice		4	2.7%			2	2								
	Preparation of public meeting brochure		10	6.8%		2	8									
	Preparation and distribution of public meeting notification letters to area residents and businesses		18	12.3%		2	2	2	4						8	
	<b>Preparation of public meeting exhibits (excluding renderings)</b>															
<b>10.02</b>	<b>Prepare exhibits and provide materials to Village for inclusion on website</b>		62	42.5%		2	4	8	8						40	
<b>10.03</b>	<b>Preparation and attendance at public meeting dry run, if requested</b>		14	9.6%	2	4	4							4		
<b>10.04</b>	<b>Attendance at public information meeting</b>		22	15.1%	4	6	6							6		
<b>10.05</b>	<b>Preparation of meeting summary and comment responses</b>		12	8.2%		2	4	6								
	<b>SUBTOTALS =</b>	<b>0</b>	<b>146</b>	<b>100.0%</b>	<b>6</b>	<b>20</b>	<b>32</b>	<b>18</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>48</b>	

	# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 11 Draft Project Development Report</b>															
<b>11.01 Draft Report Preparation</b>															
Prepare exhibits, including location map and land use exhibit		44	25.9%		1	4	8	9		2	10	2		8	
<b>11.02 Compose text writeup and compile appendices for the PDR</b>		24	14.1%		2	6	8	8							
<b>11.03 Prepare Design Exception Guideline (BLR 22000); includes one (1) revision</b>		8	4.7%			8									
<b>11.04 Prepare Design Exception forms</b>															
Prepare form BLR 22120, assumed up to four (4) design exception requests and 1 (one) revision per exception		20	11.8%		1	2	8	9							
<b>11.05 Prepare checklist and exhibits for bicycle accommodations (per BLRS 42-2)</b>		10	5.9%			2	8								
<b>11.06 Provide Draft PDR to Village. Includes QA/QC</b>															
Provide Draft PDR for Village review.		10	5.9%		1	2	7								
Provide disposition of Village comments and make one (1) round of revisions		19	11.2%		1	2	4	8						4	
<b>11.07 Submit Draft PDR to IDOT</b>															
Submit Draft PDR for IDOT review		4	2.4%		2	2									
Attend review meeting/conference call with IDOT and Village, if required.		4	2.4%		2	2									
<b>11.07 Preliminary Cost Estimate</b>		27	15.9%		1	2	4	8		4		8			
<b>SUBTOTALS =</b>	<b>0</b>	<b>170</b>	<b>100.0%</b>	<b>0</b>	<b>11</b>	<b>32</b>	<b>47</b>	<b>42</b>	<b>0</b>	<b>6</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>12</b>	

<b>Task 12 Meetings</b>															
<b>12.01 Joint Phase I/II Kick Off Meeting</b>															
Present project objectives, scope, gain concurrence from IDOT on the components of PDR, gain acceptance of schedule and design process.		8	9.1%		2	2	2	2							
<b>12.02 Phone/email Coordination with Local Agencies</b>															
Includes Village of Bartlett Police, schools, Post Office, Park District, and bicycle groups. Up to two (2) meetings		12	13.6%		4	4	4								
<b>12.03 Coordination with School District U-46</b>															
Email coordination and three (3) meetings		24	27.3%		8	8	8								
<b>12.04 Coordination with Fire Protection District</b>															
Email coordination and three (3) meetings		24	27.3%		8	8	8								
<b>12.05 Coordination with IDOT</b>															
Coordinate regarding processing of submittals and reviews		20	22.7%		4	8	8								
<b>SUBTOTALS =</b>	<b>0</b>	<b>88</b>	<b>100.0%</b>	<b>2</b>	<b>26</b>	<b>30</b>	<b>30</b>	<b>0</b>							

	# of Sheets	Total Hours	% of Hours	Project Principal	Project Manager	Roadway Lead	Project Engineer	Civil Engineer	Traffic Lead	Traffic Engineer	Drainage Lead	Drainage Engineer	Environm. Engineer	CADD Manager	Comments
<b>Task 13 Final Project Development Report</b>															
<b>13.01 Final Report Preparation</b>															
Prepare disposition of IDOT comments		8	7.0%		2	2								4	
Revise and edit the draft PDR report		30	26.1%		2	2	10	12		4					
Revise and edit the draft PDR exhibits and appendices		24	20.9%			2	12	2						8	
Prepare disposition of Village comments, Revise PDR up to one (1) time and perform QA/QC before submittal to IDOT		18	15.7%		1	1	4	4						8	
Provide Final PDR for Village approval and signature. Includes QA/QC.		8	7.0%		2	2	4								
Prepare checklist for Determination of State/Federal C.E. (BLR 19110)		10	8.7%		2	2	4	2							
Electronic submittal of Final PDR to IDOT for D.A.		4	3.5%		2	2									
Finalize Cost Estimate		13	11.3%		1	2	2	4		2		2			
<b>SUBTOTALS =</b>	<b>0</b>	<b>115</b>	<b>100.0%</b>	<b>0</b>	<b>12</b>	<b>15</b>	<b>36</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>20</b>	
<b>Task 14 QA/QC Review</b>															
<b>14.01 Reviews of milestone submittals</b>															
Independent peer review		24	63.2%	2	6				8				8		
Constructability review		14	36.8%	8	6										
<b>SUBTOTALS =</b>	<b>0</b>	<b>38</b>	<b>100.0%</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	
<b>Task 15 Administration and Project Coordination</b>															
<b>15.01 Project Administration</b>															
<b>SUBTOTALS =</b>	<b>0</b>	<b>110</b>	<b>100.0%</b>	<b>2</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL =</b>	<b>35</b>	<b>2230</b>		<b>22</b>	<b>213</b>	<b>173</b>	<b>323</b>	<b>703</b>	<b>164</b>	<b>26</b>	<b>87</b>	<b>375</b>	<b>52</b>	<b>92</b>	



**Attachment B.1**  
**Subconsultant – Hampton, Lenzini and Renwick, Inc.**  
**(HLR)**



## Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
www.hlrengineering.com

### Oak Avenue Realignment Phase 1 Scope of Work Village of Bartlett / Michael Baker International

Michael Baker International (herein referred to as "MBI" or "Client") has requested professional services for the Village of Bartlett's Oak Avenue Realignment Project. The following outlines the proposed Project scope of services. See Exhibit A for the Detailed Cost Breakdown of hours and costs for the below tasks.

Bulleted below is a list of summarized project services and tasks. Detailed explanations of project tasks are provided by field of service following this list.

#### Project Service and Task Summary:

- **Survey and Land Acquisition**
  - Topographic Survey
  - Land Survey – Existing right-of-way determination only; titles, plats and legals not included
  - Land Acquisition – Not included
- **Preliminary Engineering Services**
  - Environmental Survey Request
  - Section 4(f) de minimis Report
- **Design Engineering Services – Not included**
- **Structural Engineering Services – Not included**
- **Drainage Engineering Services – Not included**
- **Traffic Engineering Services**
  - Traffic Count Data Collection
  - Traffic Signal Controller Data Collection
- **Construction Engineering Services – Not included**
- **Environmental Services**
  - Wetlands Screening and/or Aquatic Resource Report
  - Preliminary Environmental Site Assessment (PESA)
  - PESA Update
  - Tree Survey and Memorandum
  - Illinois Department of Agriculture (IDOA) Coordination
  - Noise Analysis and Technical Report
  - Field Drain Tile Survey – by others
- **Geographic Information System (GIS) Services – Not included**
- **Water/Wastewater Engineering Services – Not included**
- **Permitting – Not included**
- **Consultation and Coordination**
  - Meetings
  - Public Information Meeting
- **Quality Assurance and Project Administration**

### Survey Services

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for survey services based on the following streets:

- Oak Ave (W Lake St – 500' north of W Lake St, ~500 ft)
- W Lake St (500' west of Oak Ave – Old Oak Ln, ~2,000 ft)
- Oak Ave (W Lake St – 400' north of W Morse Ave, ~2,100 ft)
- N Hickory Ave (Oak Ave – 200' south of Queens Pkwy, ~900 ft)
- Working project limits shown on PDF received 08/26/2025

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

#### Task 1.0 - Topographic Survey

- Control Points – Set ~20 control points / benchmarks / aerial targets. Control will be horizontally located with GPS on NAD 83 IL East State plane coordinates. A digital level loop will be completed through the control & benchmarks; elevations will be based on NAVD 88 datum holding one of the GPS control points.
- Topographic Survey – Topo of all hard surfaces will be completed with a ground-based scanner/LIDAR and features will be extracted on a 50' cross section interval perpendicular to the street the cross section is on, at driveways, and all other grade controlling features. Topo of the field / ground area will be completed with a drone-based LIDAR providing +/- 1.5-inch vertical accuracy. Additional conventional work may still be needed in highly vegetated areas during leaf-on periods.

**Limits** are along the above-mentioned route from right-of-way to right-of-way plus 30' on each side of Oak Ave, W Lake St, N Hickory Ave. Limits for the field / ground are roughly from ~250' west along W Lake St from the intersection of Oak Ave (North) & W Lake St to the south ROW then south to the northeast corner of 324 Ford Ln, thence following the boundary of Williamsburg Hills Unit No. 2, & Williamsburg Hills Unit No. 1, to the northeast corner of 300 Jessica Ln, being the west and south limits of the field / ground area. The east limits being 30' past the west ROW of Oak Ave and the north limits being 30' past the south ROW of W Lake St. Creating an area of ~24 acres. ~175' East of the east ROW for Oak Ave (South) from 1,200' south of W Lake Ave to Lake Ave ROW.

Typical hard surface items such as curb and gutters, road center line, pavement markings, sidewalks, trees, signs, drainage structures, driveway culverts, crossroad culverts, driveways and building faces will be collected and defined in the topographic survey. This scope does not include performing the topo work during snow on the ground periods of the year.

- Utilities – Visible utilities will be located within the project limits. Utility location will consist of ASCE standard 38-02 Level QL-C Data. This utility survey will collect invert directions and elevations on storm sewer, water main, and sanitary sewer structures within the project area and one structure away allowing pipe elevations to be interpolated within the project location. If the one structure out is located on private property, contact information and access will be coordinated and provided by the client. The utility locate shots will also be used as verification points for the ground-based LIDAR scan data. Manhole lids that are not able to be opened with a manhole pick, and structures/culverts full of debris or clogged will be reported to the client. It will be the client's responsibility to coordinate with the utility provider for opening and or cleaning before data can be collected. Individual homeowner notification is not part of this scope. Traffic control, if deemed necessary, is not part of this scope and will be expected to be provided by the LPA. JULIE coordination is not part of this scope.

- Data deliverables – Features extraction linework on 50-foot cross section intervals perpendicular to the street, and surface file will be delivered in a .dgn format utilizing IDOT layers and codes. Point cloud data will be delivered in a .las file. 1.5" resolution aerial photo will be delivered in a .tiff format.

### **Task 2.0 Land Survey – Existing Right-of-Way Survey**

The existing right-of-way will be established using monumented property corners, section corners, recorded subdivision plats, plats of dedication, and other existing documentation IDOT and Bartlett provide. Existing easements will not be shown unless specifically directed to do so. Costs of recorded documents will be billed as a direct cost. The existing right-of-way will be determined by an Illinois Professional Land Surveyor. The deliverable for this task will be a .dgn file for use in design as well as future use in Plat of Highways.

Title commitments with supporting documents are not included in this scope. They can be ordered as directed for any parcels determined to need an acquisition. Costs for title commitments and supporting documents will be billed as a direct cost (estimate \$600-1000 per parcel) – Not included in this scope.

### **Preliminary Engineering Services**

#### **Task 3.0 Prepare Environmental Survey Request (ESR) and Wetland Impact Evaluation (WIE) (if needed)**

HLR will prepare and submit an ESR to obtain the latest natural resource information from various regulatory agencies, both federal and state. This information will be critical for the permitting phase and will be requested through correspondence. The ESR exhibits will include an aerial map showing the existing right-of-way and the ESR limits, National Wetland Inventory maps, floodplain maps, historic area maps and a photo log of all structures and/or buildings that may be 50 or more years old. HLR will review the wetland impact exhibit and complete the WIE form provided by MBI if wetlands are found.

#### **Task 4.0. Section 4(f) Report (if needed)**

The following Section 4(f) protected property is located within the project limits: Eastview Middle School. Based on the scope of work, there are possible impacts to this Section 4(f) resource. A Section 4(f) de minimis report will be prepared for each impacted property. It is assumed that one (1) property will have Section 4(f) de minimis report.

### **Traffic Engineering Services**

#### **Task 5.0 Traffic Count Data Collection**

HLR staff will conduct a turning movement traffic count at the locations and durations noted below using video recordings. The video will be processed by a subconsultant (StreetLogicPro). The data will include two-vehicle classifications, pedestrians, and bicyclists both on-street and in crosswalks. The two-vehicle classification provides a breakdown of Light Vehicles (FHWA Classes 1, 2, 3, and 5 that are the size of an ambulance or smaller) and Heavy Vehicles (All other FHWA Classes). Formatted data results and video will be provided to the client upon completion. All traffic counts will be conducted while Eastview Middle School has classes in session.

- Two typical weekdays: 24-Hours each day (12:00am – 11:59pm)
  - US Route 20 (Lake Street) at Bartlett Road
- One typical weekday: 24-Hours (12:00am – 11:59pm)
  - US Route 20 (Lake Street) at Oak Avenue
  - Oak Avenue at Hickory Avenue
  - Hickory Avenue & Jessica Lane

- One typical weekday: 13-Hours (6:00pm-7:00pm)
  - Oak Avenue & Shopping North Driveway
  - Oak Avenue & Shopping Middle Driveway
  - Oak Avenue & Shopping South Driveway
  - Oak Avenue & School North Driveway
  - Oak Avenue & School South Driveway
  - US Route 20 (Lake Street) at Shopping Driveway
  - US Route 20 (Lake Street) at Old Oak Lane/Dunkin West Driveway
  - US Route 20 (Lake Street) at Dunkin East Driveway



### Task 5.1 Traffic Signal Controller Data Collection

HLR staff will remotely upload the existing traffic signal controller database and provide the data to the client upon completion at the noted locations. The data will be formatted in a report native to the traffic signal controller manufacturer's associated software program.

- US Route 20 (Lake Street) at Bartlett Road
- US Route 20 (Lake Street) at Oak Avenue

## Environmental Services

The environmental studies will include the right-of-way along all new proposed roadways plus the wooded area in the central portion of the project that is essentially landlocked and may be used for future detention. See below image for the project area.



### Task 6.0 Wetland Screening and Memorandum

HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- DuPage County Wetland Map
- USDA Soil Survey
- Hydric Soils of the United States
- Flood Insurance Rate Maps

From review of preliminary mapping there does not appear to be any wetlands or waterways mapped within the project limits. Therefore, we propose completing a wetland screening. If potential wetlands are identified, then a formal delineation will be conducted (see Task 6.1). If there are no wetlands, a brief wetland screening memorandum will be prepared summarizing our negative wetland findings.

### **Task 6.1 Wetland Delineation and Report (if needed)**

If potential wetlands are identified, HLR will perform a formal wetland delineation of up to two wetlands identified within the proposed project area. The wetland delineation will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations as well as the requirements of the DuPage County Stormwater Management Commission by identifying the type, functions, and boundary of the wetlands involved.

"Wetlands" are defined by the U.S. Army Corps of Engineers (USACE) for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

The field investigation will be conducted by our environmental personnel who are experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeter (s) will be staked and surveyed. Wetland boundary stake locations will be surveyed using a handheld Trimble R1 GNSS receiver.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined in accordance with the Corps of Engineers Wetlands Delineation Manual: Midwest Region. This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

A wetland delineation report will be prepared summarizing the findings of the fieldwork. Included in the report will be the required wetland delineation data sheets, floristic quality assessments, and photographs that summarize the findings of the field investigation as well as figures that detail the maps reviewed and current wetland boundaries of the site. This task assumes a wetland delineation for up to two wetlands.

### **Task 7.0 Preliminary Environmental Site Assessment**

HLR will complete the PESA for all properties along the Oak Street Realignment, except for US Route 20 (IDOT owned) right-of-way. This scope includes completing a Preliminary Environmental Site Assessment. The PESA will be prepared using historical and geological information. The specific methods used to conduct the assessment are contained in 1) ASTM Standards E1527-13, 2) A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects (Erdmann et al., 2012), 3) Special Wastes Procedures for Local Highway Improvements (IDOT Local Roads Manual, July 22, 2004), and 4) "IDOT Bureau of Design and Environment Manual (BDE Manual), Section 27-3.03 (b), October 2015). The PESA will include a database search, review of historical records, an on-site evaluation, and review of other project conditions that may give us insight into the existing environmental conditions along the route.

Within a half mile of the project area, there are seven Leaking Underground Storage Tank (LUST) sites, two Site Remediation Program (SRP) listings, 1 Potential Contamination Sites, and eighteen database entries of Federal RCRA sites. No oil or gas pipelines are mapped within a half mile of the project area.

Once the review has been completed, a written report will be completed and submitted as documentation to the on-site analysis. This report will accompany various site photographs, maps, and the above-mentioned documentation, which will be utilized to assist the project evaluation and any applicable recommendations. A review of IDOTs ISGS PESA report is included in this task.

### **Task 7.1 Preliminary Environmental Site Assessment Update (if needed)**

The Preliminary Environmental Site Assessment (PESA) is valid for a period of 6 months; there we anticipate that we will need to update the initial PESA completed for this project. This will include ordering the environmental database record, conducting a site visit and completing a written PESA update as an addendum to the original report.

### **Task 8.0 Tree Survey and Memorandum**

A Certified Arborist will conduct a tree survey of all trees 3 inches and greater within the project limits. All trees will be tagged and surveyed. We will identify all trees by type, diameter, health and structure. During the tree survey we will evaluate potential bat habitat. The findings of the tree survey will be summarized in a tree memorandum.

### **Task 9.0 Illinois Department of Agriculture (IDOA) Coordination**

As there are prime farmlands that will be impacted by the construction of the new road, coordination will be required with IDOA. This will include a calculation of prime farmlands within the corridor and completion of NRCS-CPA-106 form. HLR will require preliminary right-of-way requirements plan sheets from MBI to complete this form.

### **Task 10.0 Noise Analysis and Technical Report**

A noise analysis will be required for the Oak Avenue realignment project, since this is a new road on new alignment and sensitive receptors are present. Sensitive receptors include single-family residences, multi-family residences, a church (Encounter Church) and a school (Eastview Middle School).

Current noise levels in the community are affected by traffic volumes, traffic mix (cars, medium trucks, and heavy trucks), receptor proximity, and the topographic variation in roadway placement. The noise analysis will be completed following IDOT policies and procedures and FHWA guidance, including 23 CFR 772. Noise analysis is a requirement of any Type I projects, where Type I is considered for highway on new location or physical changes in horizontal or vertical alignment or increments in the number of through-traffic lanes. (See BDE 26-6.05 (a) and (b)).

Data collection for the noise analysis includes information on land uses, traffic volume data, existing roadway design features (i.e. speed limits, ADT, and ROW limits, and sensitive receptor locations). Potential receptor locations for the existing and future conditions will be based on identifying sensitive receptors. No more than eight (8) receptor locations are anticipated. During the site visit, photo-documentation will be completed.

HLR will conduct noise monitoring at three locations using a Bruel and Kjaer 2270 noise meter. We will also count traffic along the adjacent road(s) during the noise monitoring, by visually tabulating cars and trucks.

The TNM model will be used to complete the noise analysis for existing worse case and design year (Build and No-Build) noise levels using hourly peak traffic volumes. These receptors will be reviewed in conjunction with IDOT policies to determine noise impacted receptors. Data inputs for the model will include a MicroStation file of topographical information and geometry as well as traffic characteristics.

According to IDOT policy, for a noise abatement measure to be constructed, it must meet both the feasibility and reasonable criteria. The noise analysis will determine if there is a noise impact to any sensitive receptors which is defined by noise levels that approach, meet, or exceed the appropriate Federal Highway Administration (FHWA) Noise Abatement Criteria (NAC). TNM software will also be used to perform the noise barrier feasibility and reasonableness evaluation for impacted receptors. Design constraints, i.e. space and access, will be considered in the noise abatement analysis. When determining if an abatement measure is feasible and reasonable, the noise reductions achieved, number of residences benefited, total cost, and total cost per residence benefited will be considered.

A noise technical report will be prepared to summarize project area characteristics, methodologies, receptor characteristics, and the results of the study.

If noise impacts occur and a noise abatement wall is evaluated, proposed coordination with residences will be required per the IDOT Noise Policy in Phase 2.

#### **Task 11.0 Field Drain Tile Survey**

A field tile survey will be completed by our subconsultant, Huddleston McBride, and will include a record research, field investigation, and location of existing drain tiles. All of the located field tiles will be record mapped and final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography, and project limits. A field report shall be attached to the plan containing the following evaluation information: size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

After completion of the investigation report, Huddleston McBride will be responsible for obtaining existing drain tile investigation mapping and report approval and acceptance by the County or other applicable engineering review agencies.

#### **Consultation and Coordination**

##### **Task 12.0 Coordination Meetings**

This will include coordination meetings with MBI and/or the Village of Bartlett necessary for the project. This will include attendance at 4 public meetings (IDOT Kick Off, Elected Official, School Board, and Public Involvement Meeting) at 4 hours each. This includes 4 internal meetings with MBI/Village of Bartlett at 2 hours each.

#### **Quality Assurance and Project Administration**

##### **Task 13.0 Quality Assurance and Project Administration**

This task will include project administration and quality assurance necessary for the project.

HLR will conduct internal quality assurance reviews prior to the submittal of the above-referenced deliverables.

Management and administration will last throughout the expected duration of the project to ensure successful completion of the project. The expected activities within this task include:

- Project schedule/progress monitoring
- Budget monitoring
- Document Management
- Staff coordination
- Invoicing
- Project close-out

**EXHIBIT A  
 DETAILED COST BREAKDOWN  
 PROFESSIONAL ENGINEERING SERVICES  
 Oak Avenue Realignment Phase 1  
 Michael Baker International / Village of Bartlett**

Project Phase/Task	Employee Classification													Direct Costs	Hours	Fee			
	PR	E6	E5	E4	E3	E2	E1	T3	T2	SUR1	ENV3	ENV2							
<b>SURVEY AND LAND ACQUISITION SERVICES</b>																			
Set Control										40								40	\$ 5,200.00
Survey (Traditional)																			
Land Survey (Field Work)										140								140	\$ 18,200.00
Existing Right-of-Way Survey (no plats & legals)	72							16									\$ 500.00	88	\$ 20,500.00
Topographic Survey (Scanned)																			
Site/Route Scanning										20								20	\$ 2,600.00
Supplemental Traditional Survey (Locating Utilities/Ground Shots)										36								36	\$ 4,680.00
Manhole Inspection Survey										52								52	\$ 6,760.00
Process Survey Data																			
Process Scanned Data to Readable Format										16								16	\$ 2,080.00
Extract scan data (Feature Extraction)										94								94	\$ 15,980.00
Manhole Inspection Data Processing									20									20	\$ 3,400.00
<b>PRELIMINARY ENGINEERING SERVICES</b>																			
Traffic Data Collection					6													6	\$ 1,050.00
Traffic Counts - 12 counts, 224hrs					6			23									\$ 4,300.00	29	\$ 8,340.00
Traffic Signal Controller Timings					4													4	\$ 700.00
Prepare ESR and WIEs					8	16			2									26	\$ 4,000.00
Section 4(f) (assumes de minimis) (if needed)																			
Draft de minimis documentation (BDE 26-2.04(d))				4	26													30	\$ 5,740.00
Coordinate advertisement in local paper and IDOT website				4													\$ 150.00	4	\$ 910.00
<b>ENVIRONMENTAL SERVICES</b>																			
IDOA Coordination				8					4									12	\$ 2,080.00
Wetlands																			
Wetland Screening and Memorandum									3		1	8						12	\$ 1,730.00
Aquatic Resource Report (if needed)									1		2	32						35	\$ 5,000.00
Tree Survey and Memorandum									6		2	80						88	\$ 12,420.00
Noise Analysis and Technical Report	4			60				6									\$ 100.00	70	\$ 13,480.00
Special Waste																			
Prepare a Preliminary Environmental Site Analysis (PESA)									6		16	62					\$ 600.00	84	\$ 13,160.00
PESA Update (Optional)									1		6	24					\$ 200.00	31	\$ 4,840.00
Field Drain Tile Survey - by Huddleston McBride				3													\$ 19,685.00	3	\$ 20,255.00
<b>CONSULTATION AND COORDINATION</b>																			
Prepare and Attend Kick-off Meeting with Village of Bartlett	2			2														4	\$ 860.00
Prepare and Attend Coordination Meetings (4)	14			14														28	\$ 6,020.00
Public Information Meetings	8			8														16	\$ 3,440.00
<b>QUALITY ASSURANCE AND PROJECT ADMINISTRATION</b>																			
Quality Assurance and Quality Control	6	30																36	\$ 8,040.00
Project Administration	30																	30	\$ 7,200.00
<b>TOTALS</b>	<b>136</b>	<b>30</b>	<b>4</b>	<b>125</b>	<b>24</b>	<b>16</b>	<b>23</b>	<b>136</b>	<b>23</b>	<b>304</b>	<b>27</b>	<b>206</b>					<b>1054</b>	<b>\$ 198,665.00</b>	



Women Owned Small Business (WOSB)

Huddleston McBride Services, LLC  
Lindsey R. Dixon, President  
9504 East Fowler Rd., Rochelle, IL, 61068  
Rudy Dixon, Operations, M. 618-559-2260  
Email [rdixon@huddlestonmcbride.com](mailto:rdixon@huddlestonmcbride.com)

## PROPOSAL

Kate Kasch Schulstad, P.E.  
Hampton, Lenzini and Renwick, Inc.  
1707 N. Randall Rd., Suite 100  
Elgin, IL 60123

Date : September 3, 2025  
Prop : 25596R1  
Terms: Net 30 Days  
Proposal Expiration: 30 days

>>

### RE: LAND DRAINAGE INVESTIGATION SERVICES PROPOSAL

LOCATION: Oak Avenue & US Route 20 Realignment ( 3,320 L.F. of Existing Roadway & 15± Acres Land)

Thank you for the opportunity to submit the attached Mainline Drain Tile Investigation *Letter of Agreement* for your consideration.

Following is a brief summary outlining investigation services which shall be completed in accordance with DuPage County typical standards and procedures for the subject property located at Sections 26, 27, 34 & 35, Hanover Township, Cook County, IL.

This investigation will be limited to the mapping of all mainline and sub-main collectors, and will include local lateral / feeder drain tiles only when encountered at slit trench or hand probe transect locations. Huddleston McBride Drainage Co. shall not be responsible for crop damage, all excavated investigation trenches will be backfilled and slightly mounded to allow for natural settlement.

### I. SCOPE OF WORK

#### *FIELD INVESTIGATION PROCEDURES:*

Field reconnaissance and record research<sup>1</sup> work will be completed in efforts to identify all areas which are typical to installation of existing drain tile. Existing features such as soils, watertable, topographical elevations, surface channels, depressions, wetlands and natural drainage ingress and egress locations are considered.

Following field review, investigation areas are staked and slit trenched or hand probed to verify existence of drain tile. All existing drain tiles encountered during the investigation procedure are logged on field mapping and repaired to their original state according to U.S.D.A. Natural Resource Conservation Service construction repair practices. Following specific point locations, drain tile routes are located by surface probing or electronic detection and field staked at 50' intervals including cut stakes for invert elevations where requested. Any existing drain tile not encountered during slit trenching or probe transect procedures will remain unknown.

<sup>1</sup>Huddleston McBride Land Drainage Co., (Illinois Professional Design Firm. Lic no. 184008000-0002) owns, maintains and will access an extensive electronic record system of Cook County Existing Agricultural Drain Tile Historic Mapping Records. This mapping system has been based upon geographic parcel location including record information from Huddleston-McBride Land Drainage Co.(1975) , Coopriider Farm Drainage Co. (1930), Elbridge F. Ball & Sons, (drainage engr.) Survey notes (1940), Countryside Drainage (2009). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./ N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.

**RECORD MAPPING AND REPORT:**

Record mapping shall be performed according to typical civil engineering mapping standards. It will be the responsibility of the developer to furnish one ACAD (version 2013 or 2024 .dwg) computer data file of the investigation area including mapped topography, easements, right-of-ways, wetland delineation areas and property boundary limits.

All existing drain tile routes will be located in the field by GPS location systems (<1m., Illinois State Plane East NAD 83) and recorded on final plans. Our field staking process will include pipe invert cut stakes at all perimeter locations, strategic interior locations and 50' interval pin flagging along tile routes for electronic survey location by the project engineer if deemed necessary. It will be the responsibility of the project engineer to survey drain tile location/elevation staking pertinent to final improvement design.

Final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography and project limits. Mapped information will include the location of all existing drain tile routes and applicable drainage findings encountered during the field investigation process. A field report shall be attached to the plan containing evaluation information including size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

After completion of the investigation report it will be our responsibility to obtain final existing drain tile investigation mapping and report approval and acceptance by DuPage County Planning and Development technical staff and applicable engineering review agencies.

<b>II. Proposed Service Description:</b>			
The intent of this proposal is to provide existing drain tile location, consulting and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with DuPage County Stormwater Ordinance Standards, located at Oak Avenue & US Route 20 Realignment ( 3,320 L.F. of Existing Roadway & 15± Acres Land) , Sections 26, 27, 34 & 35, Hanover Township, Cook County, IL.			
<b>III. Proposed Services Cost:</b>	<b>Qty.</b>	<b>Cost</b>	<b>Amount</b>
<sup>1</sup> Drainage Investigation and Repair Crew (4 days) (field survey services including all excavation equipment and labor)	1 ea.	15,600.00	15,600.00
<sup>4</sup> Project Consulting Services Hour Basis (GPS field survey, staking, and record plans on state plane)	16 hrs	200.00	3,200.00
<sup>5</sup> Heavy Equipment Transport Hour basis, (114 miles, round trip, 2 units) (including DOT permits, electronic logs, licenses and fees)	3 hrs	295.00	885.00
<sup>6</sup> Travel cost for crew lodging (overnight expenses and lodging, 6-man crew)	0 days	780.00	0.00
<b>Proposed Materials Cost:</b> <i>All materials incidental to labor cost</i>			0.00
<sup>1</sup> Drainage Investigation and Repair Crew Hour Basis ; is calculated on an hourly basis of \$520.00 including a full (6 man) drainage tile investigation/ repair crew consisting of ground man laborers, (1 or 2) 4-wheel drive loader backhoe w/ operator, (1)- kobelco wide track mid-class excavator w/ operator, kobota ATV, electronic and manual investigation equipment, pipeline video equipment, incidental pipe repair materials, field staking materials, field supervision and miscellaneous support equipment including pumps, probes, and other necessary tools. Daily hours are computed by home port to home port. <sup>4</sup> Project Consulting Services Hour Basis ; (T.L. Huddleston / R Dixon) is calculated on an hourly basis of \$200.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision. <sup>5</sup> Heavy Equipment Transport Hour basis; - is calculated on an hourly basis of \$ 295.00 including heavy equipment loading transport including all IDOT and Local transportation permits, licenses and fees, and electronics log system requirements. Travel cost for crew lodging, long haul mobilization, overnight materials trips and expenses will be at \$780.00 (based on 6-man crew)			
<b>TOTAL LUMP SUM CHARGES INCLUDING ALL MATERIALS AND SERVICES</b>			<b>\$19,685.00</b>

Kate Kasch Schulstad, HLR  
Oak Avenue & US Route 20 Realingment ( 3,320 L.F. of Existing Roadway & 15± Acres Land), proposal no.  
**25596R1**  
September 3, 2025, Page 3 of 3

Huddleston McBride Land Drainage Co.

An invoice will be presented following the completion of the work and will be due and payable thirty (30) days after the invoice date. Any late payments made will be subject to the interest rate of 1 ½% per month on the entire principal amount of the money owed for the period from the date it becomes due and payable through the period of time in which it is paid.

**IV. LIMITS OF LIABILITY**

Any breach on the part of either party shall be limited to liability in an amount not to exceed the contract price of services associated with this drain tile investigation proposal.

Should the terms of this letter of agreement meet with your approval, please execute below and return one original.

Thank you for considering our proposal, we look forward to an opportunity to assist you with the development of this project.

Respectfully Submitted,

*Lindsey R. Dixon*

Lindsey R. Dixon, President  
Huddleston McBride Services, LLC

ABOVE LETTER OF AGREEMENT ACCEPTED THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2025.

BY: \_\_\_\_\_  
PRINTED NAME / TITLE

\_\_\_\_\_  
SIGNATURE

**Attachment B.2**  
**Subconsultant – Rubino Engineering Inc**  
**(Rubino)**

September 2, 2025

To: Jeffrey Maczko, PE, CFM  
Michael Baker  
200 West Adams Street | Suite 1800  
Chicago, IL 60606  
P: 331.333.2523

Re: Proposal - Geotechnical  
Exploration  
Proposed Oak Avenue  
Realignment in Bartlett, Illinois

Proposal No. Q25.473g

Via email: [Jeffrey.Maczko@mbakerint.com](mailto:Jeffrey.Maczko@mbakerint.com)

Dear Mr. Maczko,

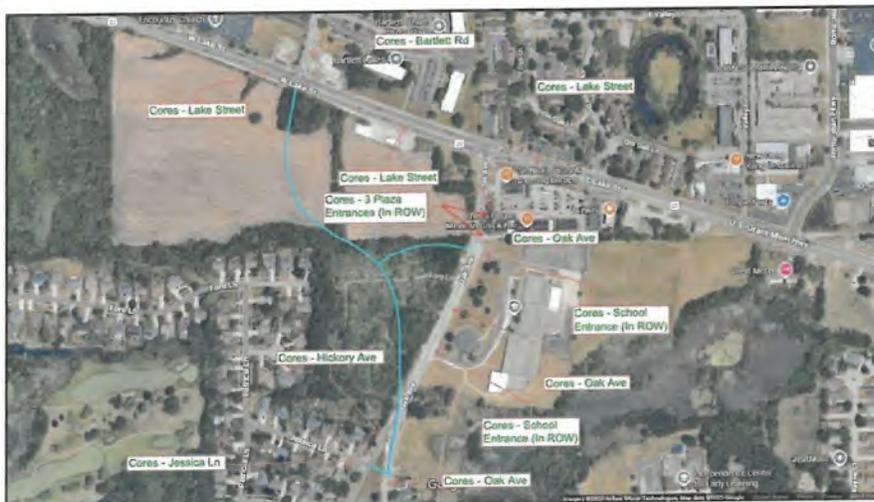
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Jeffrey Maczko, PE, CFM of Michael Baker via email on August 29th, 2025.

### PROJECT UNDERSTANDING

Rubino understands that Michael Baker is planning to aid the Village of Bartlett in the realignment of Oak Avenue to connect with Bartlett Road at Lake Street. The funding will be via MFT funds so will need to follow IDOT standards.

#### Information received:

- RFP email from Jeffrey Maczko, PE, CFM of Michael Baker on August 29th, 2025.
- Boring Location Map – “Soil Boring and Coring Map.pdf” (Shown Below)



*Preliminary Location Map “Soil Boring and Coring Map.pdf”*

<b>Field Services Scope of Services Summary</b>	
Additional Scope discussion can be found in subsequent pages of this proposal	
<b>Site Access</b>	Tree clearance assumed completed by others prior to mobilization
<b>Drilling Permit Needs</b>	IDOT
<b>Field Equipment Proposed</b>	Track-mounted Geoprobe Drill Rig & Core Machine
<b>Traffic Control Needs</b>	Flaggers
<b>Boring Location Plan</b>	See below for aerial / KMZ
<b>Soil Sampling Intervals</b>	SPT – 2 ½ ft to 10 feet, 5 ft thereafter
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site
<b>Patching</b>	Cold Patch
<b>Site Protection or Restoration included</b>	None
<b>Groundwater Readings</b>	During drilling and upon auger removal

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino and Michael Baker proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS
10	-	10	Final Locations TBD, approximately 300 – 500 ft spacing along new alignment and exiting Oak ave	2 ½ ft to 10 feet
-	5	2	School and Plaza Entrances	
-	8	2	Along Route 20, Oak Ave, Jessica Lane, and Bartlett Rd	

**10 Total Borings    13 Total Cores    100 Total Lineal Feet**

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

**SCOPE OF SERVICES DISCUSSION**

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be mostly accessible to track-mounted Geoprobe drilling equipment, however some tree clearance may need to be coordinated by others for work in existing wooded areas.

### Traffic Control

Rubino anticipates that traffic control will be necessary. Rubino will subcontract a traffic control company to provide flaggers or an attenuator truck.

### Boring Locations

The approximate proposed boring locations will be determined prior to mobilization. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

### SPT - Soil Sampling

Soil sampling will include split-barrel samples or thin-walled tube samples on cohesive soils at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter, as applicable.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with AASHTO procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	40	Split spoon
Atterberg Limits	4	Split spoon (AASHTO)
Hydrometer	4	Split spoon (AASHTO)
Organic Content	4	Split spoon (AASHTO)

## ROADWAY GEO REPORT (RGR)

Upon completion of field and laboratory work, Rubino will prepare a roadway geotechnical engineering report (RGR) using the collected data. The report will include the following per the IDOT Geotechnical Manual:

- Cover Sheet and Table of Contents
- Project Description, Location and Scope
- Geology and Pedology
- Field Exploration
- General Subgrade Conditions
- Special Conditions, if applicable
- Construction Monitoring
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs

An electronic copy of the report will be provided. The report will be addressed to Michael Baker.

## PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 - 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

## UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

## FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS.

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### **AUTHORIZATION**

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

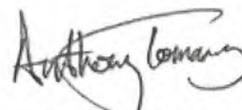
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

### **RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President  
[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)



Anthony T. Tomaras, PG  
Project Manager  
[anthony@rubinoeng.com](mailto:anthony@rubinoeng.com)

MAL/file

Attachments: Proposal Acceptance and Data Sheet  
Schedule of Services and Fees  
General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 202__.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
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( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.  
2025 Schedule of Geotechnical Services & Fees**

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.  
Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 9) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) The minimum billing increment for time is a half hour.
- 11) A project set-up charge of a minimum of two hours applies to all projects.
- 12) Professional services rates are exclusive of expert deposition or testimony time.
- 13) Drilling and field service rates are based on OSHA Level D personnel protection.
- 14) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 15) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.
- 17)

Client#: 1171577

RUBINENG

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

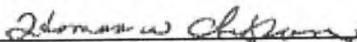
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com
	INSURER(S) AFFORDING COVERAGE
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER A: RLI Insurance Company NAIC # 13056
	INSURER B: Pacific Insurance Company, Limited NAIC # 10046
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL POLICIES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & AD/MLRY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PSE0002142	09/01/2024	09/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y/N/A	PSW0002789	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		B3OH056719924	09/01/2024	09/01/2025	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability is written on a 'claims made' policy form.  
 Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 #S46128240/M46082929

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## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Rubino Engineering, Inc.**



<b>Local Public Agency</b> Village of Bartlett	<b>County</b> Kane	<b>Section Number</b> 
<b>Prime Consultant (Firm) Name</b> Michael Baker	<b>Prepared By</b> Anthony Tomaras	<b>Date</b> 9/2/2025
<b>Consultant / Subconsultant Name</b> Rubino Engineering, Inc.	<b>Job Number</b> 	

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

**Remarks**

Hours and Direct costs per scope outlined in Rubino Proposal Number Q25.473g.

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b> 18 MONTHS	<b>OVERHEAD RATE</b> 159.87%
<b>START DATE</b> 9/2/2025	<b>COMPLEXITY FACTOR</b> 2.00%
<b>RAISE DATE</b> 3/1/2026	<b>% OF RAISE</b> 
<b>END DATE</b> 3/1/2027	

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/2/2025	3/1/2026	6	33.33%
1	3/2/2026	3/1/2027	12	68.00%





**Local Public Agency**  
 Village of Bartlett

**County**  
 Kane

**Section Number**

**Consultant / Subconsultant Name**  
 Rubino Engineering, Inc.

**Job Number**

**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	6	\$65.00	\$390.00
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)	3	\$2,500.00	\$7,500.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility 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)	1	\$1,542.68	\$1,542.68
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Rig Mobilization	In house Direct Cost	2	\$550.00	\$1,100.00
Drillers	In House Direct Cost	16	\$450.00	\$7,200.00
IDOT Bond	In house Direct Cost	1	\$200.00	\$200.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$17,932.68</b>

<b>Lab Testing</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Moisture Content	40	\$ 8.90	\$ 356.00
Atterberg Limits	4	\$ 89.00	\$ 356.00
Hydrometer	4	\$ 178.00	\$ 712.00
Unconfined Compression Testing		\$ 95.00	\$ -
Organic Content	4	\$ 29.67	\$ 118.68
Consolidation Testing		\$ 960.00	\$ -
pH Testing		\$ 22.25	\$ -
Triaxial Testing		\$ 1,800.00	\$ -
<b>Grand Total</b>			<b>\$ 1,542.68</b>



**Local Public Agency**

Village of Bartlett

**County**

Kane

**Section Number**

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**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			Drilling Lab Reporting											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester	45.84	16.0	19.05%	8.73	16	19.05%	8.73									
Project Manager / Engineer	51.23	12.0	14.29%	7.32	12	14.29%	7.32									
Staff Engineer / Geologist / Laboratory Staff	38.73	52.0	61.90%	23.98	52	61.90%	23.98									
Principal	76.00	2.0	2.38%	1.81	2	2.38%	1.81									
Driller	74.07	2.0	2.38%	1.76	2	2.38%	1.76									
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<b>TOTALS</b>		84.0	100%	\$43.60	84.0	100.00%	\$43.60	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Agreement**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **MICHAEL BAKER INTERNATIONAL, INC.**, a Pennsylvania corporation. ("**Contractor**")

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's authority, the parties agree as follows:

### **SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.**

**A. Engagement of Contractor.** The Village hereby engages the Contractor to perform and provide Phase 1 Engineering (the "**Services**") in accordance with (1) the Village of Bartlett's Request for Qualifications for the Oak Avenue Realignment Phase 1 Engineering ("RFQ") and (2) Michael Bakers's Level of Effort and Fee proposal dated September 3, 2025, all of which are attached hereto and incorporated herein as **Group Exhibit A** to this Agreement (collectively, the "**Proposal**"). The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services set forth in the Proposal in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Village.

**B. Commencement; Time of Performance.** The Contractor must commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("**Commencement Date**").

**C. Compensation.** The Village will pay the Contractor a lump sum, not-to-exceed amount of **\$597,353.53**, in accordance with the fee proposal attached to this Agreement as part of Group Exhibit A. The lump sum payment will be made by the Village within thirty (30) days of the Contractor's completion of the final report as described in the Proposal.

**D. Term.** The term of this Agreement will run from the effective date until the Contractor's completed Phase 1 Engineering.

### **SECTION 2. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system and information obtained from server logs or other records of electronic or machine readable form. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the

Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Contractor.** The Contractor acknowledges that it may, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor agrees to hold confidential all Confidential Information and will not disclose or use Confidential Information without express prior written consent of the Village. The Contractor must use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information.

### **SECTION 3. INDEMNIFICATION; INSURANCE.**

A. **Indemnification.** Contractor will indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services provided for under this Agreement, or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

B. **Insurance.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Commercial General Liability: \$2,000,000.00 General Aggregate

The Contractor must name the Village as an additional insured and provide Village with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Contract at Village's option.

### **SECTION 4. DEFAULT.**

If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within 10 business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination, and the Contractor must refund any amounts already paid by the Village on a pro-rata basis.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

## **SECTION 5. SPECIAL PROVISIONS.**

**A. Relationship of the Parties.** The Contractor acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

**B. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Compliance With Laws.** Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and

authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

**E. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance of and the completion of the Services and with any other Contractors engaged by the Village.

**F. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") are deemed the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor will cause the Documents to be promptly delivered to the Village.

**H. Freedom of Information Act.** The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

## **SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by

email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

**Daniel Dinges**  
**Public Works Director**  
**Village of Bartlett**  
**1150 Bittersweet Drive**  
**Bartlett, IL 60103**  
[ddinges@bartlett.il.gov](mailto:ddinges@bartlett.il.gov)

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

**Scott Rodseth**  
**Vice President | Director of Transportation**  
**Michael Baker International**  
**200 West Adams Street**  
**Chicago, IL 60606**  
[scott.rodseth@mbakerintl.com](mailto:scott.rodseth@mbakerintl.com)

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

**F. Governing Laws.** This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Circuit Courts of Cook County, Illinois.

**G. Entire Agreement.** This Agreement, including Group Exhibit A, constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**H. Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

I. **Exhibits.** Exhibit A attached to this Agreement is hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

**THE VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
Village Administrator

**MICHAEL BAKER INTERNATIONAL**

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

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

**GROUP EXHIBIT A**

*Proposal*