RESOLUTION R-20-07

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE NORTH MAIN STREET FLOOD CONTROL PROJECT – DESIGN AND PERMITTING

WHEREAS, the City of Wheaton, DuPage County, Illinois is desirous of providing a flood control project for North Main Street at Winfield Creek; and

WHEREAS, the City has received a professional engineering services proposal from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the engineering design and stormwater permitting of a plan for the North Main Street Flood Control Project; and

WHEREAS, it is necessary for the City to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for the proposed engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to execute a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for services for the engineering design and stormwater permitting of a plan for the North Main Street Flood Control Project.

ADOPTED this 5th day of March, 2007.

Mayor

ATTEST:

City Clerk

ROLL CALL VOTE

Ayes:	Councilman Mouhelis Councilman Suess Councilman Bolds Councilwoman Corry Councilman Johnson Mayor Carr Councilman Levine
Nays:	None
Absent:	None

Agreement between the City of Wheaton, Illinois and Christopher B. Burke Engineering, Ltd., Rosemont, IL
North Main Street Flood Control Project – Design and Permitting

This Agreement is entered into by and between the **City of Wheaton**, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and **Christopher B. Burke Engineering, Ltd.** ("Consultant"), 9575 West Higgins Road, Suite 600, Rosemont, Illinois, 60018-4920.

WITNESSETH:

Whereas, the City has determined that it is necessary to obtain professional engineering services for the engineering design and stormwater permitting of a plan for the North Main Street Flood Control Project ("Project"); and

Whereas, the City has heretofore requested a proposal for the professional engineering services necessary to perform the engineering design and permitting for the Project; and

Whereas, the Consultant did submit a proposal to the City for the services specified, which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City did on the 5th day of March, 2007 select the Consultant for the services specified in this Agreement and Exhibits.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Consultant hereto do hereby agree as follows:

1. *Scope of Services*. The Consultant shall perform the services as described in the Consultant's proposal dated February 27, 2007 identified in Exhibit A. The Consultant represents that it shall perform the services in a manner consistent with the level of care and skill customarily exercised by other professional Consultants under similar circumstances.

2. *Compensation*. The City shall compensate the Consultant for services performed as described in the Consultant's Proposal in Exhibit A. Compensation shall be based on monthly invoices submitted to the City for services performed in conjunction with the Project in the Consultant's previous billing cycle. Payment by the City shall be made within thirty (30) days from the date of the invoice.

3. *Additional Services*. The Consultant shall perform only those services specified in this Agreement and attached Exhibits. In the event the Consultant or the City determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the City. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

4. *Hold Harmless and Indemnification.* The Consultant shall defend, hold harmless, and indemnify the City, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

a) The Consultant's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of the contract documents pertaining to the Consultant's services; or

b) The negligence or willful misconduct of the Consultant, its employees, agents, representatives, and subcontractors.

The City shall defend, hold harmless, and indemnify the Consultant, its directors, officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:

a) The City's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of the contract documents pertaining to the City's work; or

b) The negligence or willful misconduct of the City, its employees, agents, representatives, and subcontractors.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Consultant and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

5. *Insurance.* The Consultant and each of its agents, subcontractors, and consultants hired to perform any services provided for herein shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Consultant and, where appropriate, the City against claims and liabilities which may arise out of the services referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

a) Worker's compensation insurance with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) each employee/disease.

b) Commercial general liability insurance protecting the Consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS ($1,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured.

c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident bodily injury/property damage combined single limit.

d) Umbrella or excess liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence bodily injury/property damage combined single unit. The umbrella or excess coverage shall apply in excess of the limits stated in subparagraphs B and C above, and shall either include an endorsement naming the City as an additional insured or provide "following form" coverage for the primary insurance.

e) Professional liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per claim covering the Consultant against all sums which the Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error, or omission of the Consultant or of any person employed by the Consultant or any others for whose actions the Consultant is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Consultant under this contract.

6. *Compliance with Laws.* The Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the performance of the services required under this Agreement.

7. *Termination of Contract.* If the Consultant fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to the Consultant's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

8. *Discrimination Prohibited.* The Consultant shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and

with all rules and regulations established by the Department of Human Rights. The Consultant agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

9. *Status of Independent Consultant.* Both the City and the Consultant agree that the Consultant will act as an Independent Consultant in the performance of duties under this Agreement. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. The Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. The Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of the City, and the Consultant specifically agrees that it shall not do so. The City shall have no obligation to provide any compensation or benefits to the Consultant, except those specifically identified in this Agreement. The City shall not have the authority to control the method or manner by which the Consultant complies with the terms of this Agreement.

10. *Assignment; Successors and Assigns.* This Agreement may not be assigned by either of the parties hereto without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. *Recovery of Costs.* In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

12. *Notification.* All notification under this Agreement shall be made as follows:

If to the Consultant:
Christopher B. Burke
Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018-4920
Attn: Erik Gil, P.E.

If to the City:
City of Wheaton
Attn: Paul G. Redman, P.E.
Director of Engineering
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

13. *Waiver.* Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

14. *Integration.* The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and

representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

15. *Non-disclosure.* During the course of the work specified in this Agreement, the Consultant may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Consultant shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose such information to any third party without the express written consent of the City.

16. *Severability.* If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

In Witness Whereof, the parties have entered into this Agreement this 5th day of March, 2007.

City of Wheaton, an Illinois municipal corporation

By_____
C. James Carr, Mayor

Attest:

_____
Emily Consolazio, City Clerk

Christopher B. Burke Engineering, Ltd.

By_____
Christopher B. Burke, Ph.D., P.E., D.WRE
President

Attest:

_____

EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road • Suite 600 • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

February 27, 2007

City of Wheaton
Engineering Department
303 W. Wesley Street, Box 727
Wheaton, IL 60189-0727

Attention: Mr. Paul G. Redman, PE
Director of Engineering

Subject: **Proposal for Professional Engineering Services**
NORTH MAIN STREET FLOOD CONTROL PROJECT – DESIGN AND PERMITTING

Dear Mr. Redman:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the design of the Main Street culvert replacement and associated channel improvements located within the City of Wheaton, DuPage County, Illinois. Included in this proposal are our Understanding of the Assignment, the Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City of Wheaton is interested in alleviating the existing flooding problem that affects the Main Street area at the culvert crossing over Winfield Creek. During the past four years the City has been working with the Wheaton Park District to develop a joint project that would reduce the Main Street flooding and address the needs of the Park District at Northside Park.

There is regulatory floodway and floodplain within the project area associated with Winfield Creek shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM). This area has experienced road overtopping a number of times in the past 30 years, most recently on October 13, 2001 and October 2, 2006, which has contributed to various properties being inundated. Upstream of Main Street, Winfield Creek also receives flow from a tributary and the combined flows are then conveyed through a narrow channel between a car wash and a autoparts/autorepair shop (the width is approximately 20 feet at the top of banks). The main problem is the limited capacity of the culvert and the upstream channel. During most significant storm

events the road has been blocked to traffic, and several of the businesses in the area have had flood damage. Most of these properties are commercial, while one is a medical clinic. During high flows, water begins to pond upstream and downstream of Main Street and begins to overtop the road. A further restriction to the flow is the two corrugated metal culverts under Main Street, which need replacement, and also, immediately downstream is a channel bend that may further reduce the flow capacity through the culverts by creating a higher tailwater effect from energy losses. This flooding condition was studied and documented as part of the Winfield Creek Watershed Plan study CBBEL performed for the DuPage County Department of Engineering, Stormwater Division, and a recommended project was included in the Watershed Plan. However, this project, which consisted of replacing and enlarging the culverts under Main Street and upstream and downstream channel improvements, was contingent on the construction of the then Winfield Creek Wetland Bank project, which included Community Park, Northside Park and Lincoln Marsh. Without a storage project downstream in Northside Park to mitigate the flow increases that would occur if the proposed conveyance improvements to Main Street were constructed, the project would not be in compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance). The majority of the mitigation for the flow increases created by the Main Street project was being provided by the Northside Park improvements. Because the Winfield Creek Wetland Bank project is no longer proposed, the Main Street Flood Control Project had been on hold until 2000 when the Wheaton Park District decided to proceed with the Northside Park Restoration project, which is not based on the original Northside Park Wetland Bank project.

The Wheaton Park District retained Patrick Engineering Inc. (PEI) to develop a revised plan for Northside Park which is different from the Winfield Creek Watershed Plan. After discussions among the City, Park District, DuPage County, and the various consultants, the City and the Park District agreed to submit the two projects, Main Street and Northside Park, as a single permit application. During the past four years, the Park District has had numerous discussions with DuPage County staff to develop a permittable plan. PEI has been retained to complete the design for Northside Park, and the City would like to retain CBBEL to design and permit the Main Street improvements. The latest proposed improvements for Main Street as documented in an October 11, 2002 CBBEL memorandum are:

- Replace the Main Street culvert on Winfield Creek with a twin 10'(span) x 6'(rise) reinforced-concrete box culvert.
- Channel improvements will be made by excavating about 51 feet from the centerline into the left overbank and 62 feet from the centerline into the right overbank for a total channel width of 113 feet for a distance of 215 feet from the downstream face of Main Street; and excavating about 14 feet from the centerline into the left overbank and 19 feet from the centerline into the right overbank for a total channel width of 33 feet for a distance of 44 feet from the upstream face of Main Street. The location and the limit of the improved reach is shown on Exhibit 1.

DuPage County is now requesting that a Conditional Letter of Map Revision (CLOMR) and a follow-up Letter of Map Revision (LOMR) be processed as part of the permit application. This is a new requirement from previous efforts. Depending on how close the as-built condition reflects the permitted plans, the LOMR effort can vary significantly. Therefore, CBBEL has not included a task for the LOMR effort in this proposal. If the City needs to budget this task, FEMA currently charges $4,000 for a LOMR that follows a previously issued CLOMR, and engineering fees for a LOMR would begin at about $3,000 for a "no modeling" scenario and will increase in relation to the necessary follow-up work. We suggest that the City budget $10,000 for the LOMR to fund the portion for the Main Street work only. CBBEL has assumed that the Park District's Northside Park portion would be completed concurrently and paid under a separate contract, and the FEMA fee would be shared.

In addition to the above work, the City would also like to include the rerouting of an existing 30" storm sewer pipe that currently outlets at the upstream end of the Main Street culvert crossing. Currently, when the pipe is flowing it interferes with the functioning of the culvert, that is, the capacity of the culvert is reduced due to significant local head losses. If the outfall is left at the upstream end, this would still occur. Therefore, the City is interested in relocating this outfall to the downstream end with the intent of improving the hydraulic performance of the culvert. It is CBBEL's understanding that this can be accomplished by either having the sewer cross the street diagonally beginning at the first upstream structure, or installing a new manhole near the outfall and crossing the street perpendicular to traffic flow. Both options can be discussed during the design phase and an alignment selected. It is anticipated that there are existing utilities that will have to be relocated.

The following Scope of Services has been prepared to address the design work. CBBEL is also submitting a separate proposal to PEI to assist the Park District with the Northside Park work. The intent is to submit a single permit application for both projects. The CBBEL work described below and the fees listed pertain only to the work involving Main Street and coordination of the Main Street project with the Northside Park project.

SCOPE OF SERVICES

PHASE 1 – PRELIMINARY DESIGN

Task 1 – Field Survey: CBBEL will perform limited additional field survey of the corridor proposed for the channel improvements due to the resurfacing of Main Street and to include additional features related to the relocation of the 30" storm sewer. The data will be used to supplement the existing base topography.

Task 2 – Refine Existing Conditions FEQ Hydraulic Model: Using the existing FEQ model previously developed by CBBEL and by PEI, CBBEL will update the model to include the more detailed information collected under Task 1. This effort will be coordinated with PEI's refinements at Northside Park.

Task 3 – Develop Existing Conditions FIS Hydraulic Model: CBBEL will develop an existing conditions hydraulic model using either HEC-2 or HEC-RAS for the Winfield Creek reach between a suitable section downstream of Main Street to a point just downstream of Cole Avenue. The cross sections will be taken from the FEQ model. It is CBBEL's understanding that CBBEL will develop the FIS hydraulic model for the Park District under a separate contract. If this is not the case, then CBBEL is assuming that the Park District will provide the City with this model, and additional coordination will be necessary than that reflected in the fee. The two models will be combined in the permit application.

Task 4 – Update Wetland Assessment: CBBEL will revisit the site and verify the wetland delineation that was previously performed under a separate contract. DuPage County staff will require such a re-verification. It is assumed that little, if any, variation from the original delineation has occurred.

Task 5 – Refining of Preliminary Design Plan: CBBEL will modify the preliminary concept design for the project to reflect the latest hydraulic modeling.

Task 6 – Proposed Conditions Hydraulic Modeling: CBBEL will modify the existing conditions FEQ and FIS models to reflect the preliminary design geometry. This task will be performed concurrently with the "Refining of Preliminary Design Plan" task. The fee for this task assumes that the final design of Main Street will be substantially similar to the City project concept to date, and that 1 alternative concept will be modeled for the Park District project. If more alternatives are requested, CBBEL will discuss the level of effort with the City, prior to proceeding forward.

Task 7 – Hydroperiod Analysis: CBBEL will perform a hydroperiod analysis using the FEQ model generated under the previous tasks, and the SUMSPOUT option through PVSTATS for the existing and proposed condition scenarios. The fee for this task assumes that the analysis will be performed for the existing and proposed conditions comparison, and then for the final design configuration. CBBEL has assumed that DuPage County will accept this approach and not require that the storms in TSFBIG be simulated.

PHASE 2 – PREPARATION OF DESIGN PLANS (FOR PERMITTING)

Task 8 – Engineering Plans, Specifications and Estimates: CBBEL will complete the design and construction plans and specifications for the Main Street improvements. The preliminary plans, specifications and opinion of probable cost will be submitted to the City for review and comment. We estimate that the following plan sheets will be required:

Sheet	No. of Sheets	Hours Per Sheet	Hours
Title Sheet	1	6	6
Summary of Quantities/General Notes	1	16	16
Typical Section	1	12	12
Earthwork Schedule	1	16	16
Alignment, Ties and Benchmark Sheet (1"=50')	1	12	12
Maintenance of Traffic/Detour Plan	2	16	32
Plan and Profile of Creek (1"=20' scale)	2	10	20
Grading Plans (for channel improvements only)	1	16	16
Plan and Profile of 30" Sewer	1	18	18
Erosion Control Plans (1"=50')	1	8	8
Landscaping Plans (1"=50')	1	8	8
Box Culvert Plans	2	34	68
Retaining Wall Plan and Profile	2	24	48
Structural Details	1	16	16
Construction Details	2	10	20
Cross Sections	4	8	32
Specifications			40
Cost Estimate			18
		Total:	406

Task 9 – Hydraulic Calculations of Final Design: CBBEL will modify the preliminary engineering FEQ and FIS models to reflect the final design plans and check compliance with the Ordinance. The fill and compensatory storage calculations will be performed under this task.

PHASE 3 – PERMITTING & BID PLANS

Task 10 – Prepare a DuPage County Stormwater Management Permit Application: In accordance with the requirements outlined under Article 11 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO), CBBEL will assist PEI with the permit application. CBBEL has also assumed that no wetland mitigation will be required for Main Street. A stormwater report will be written as part of this task to use as supporting documentation to amend the Winfield Creek Watershed Plan (to be assembled under a separate task). A report will be prepared summarizing the hydraulic analysis and the design plans for Main Street. CBBEL will prepare a draft report for City review. After receiving review comments, a final report will be prepared and submitted to DuPage County staff. The following deliverables will be included in the report:

1. All hydrologic and hydraulic calculations performed by CBBEL for the watershed analysis, including existing and proposed conditions and any alternatives investigated.
2. Approximate floodplain limits based on the topographic information from Task 1 and provided by the Client or other consultants.
3. A CD with all digital files produced for the project.

Task 11 – IDNR-OWR Floodway Permit Application: An Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) floodway construction permit and concurrence with the 100-year flood profile for Winfield Creek is required. The IDNR-OWR floodway permit is required prior to any work in the floodway. CBBEL will prepare and submit an IDNR-OWR floodway construction permit. This will involve using the steady state HEC-2 or HEC-RAS model: updating the model with new cross-sections, calibrating it to the FIS profiles, developing a proposed conditions model, and the floodway run.

Task 12 – FEMA CLOMR Request: CBBEL will prepare a FEMA CLOMR request. This CLOMR request will be sent to IDNR-OWR, DuPage County, and FEMA. The CLOMR request sent to IDNR-OWR will be assembled with the floodway permit application.

Task 13 – U.S. Army Corps of Engineers (COE) Permit Application Preparation and Submittal: The required exhibits, specifications, data and project information will be compiled and assembled in a permit application package to the COE. We will coordinate development of documents with the City and other project team members. This task may require meeting with the COE, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, IDNR, and, potentially, other federal, state and local agencies to coordinate permitting activities. To develop a permit application package, the following must be provided to CBBEL:

1. Current topographic base sheets and wetland boundary information for the project site.
2. Proposed site plan.
3. Soil borings, if necessary.
4. Copies of the Phase I Archeological Survey, if necessary.
5. Preliminary Engineering Plans depicting the proposed wetland impacts.
6. Clear representative photographs of the site, if available.
7. List of adjacent property owners.
8. Letter from you designating CBBEL as your authorized agent.

Task 14 – Preparation of a Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare a SWPPP in accordance with Part IV of the General National Pollutant Discharge Elimination System Permit No. ILR40. Please note that completion of this task will require a signed certification statement from the City of Wheaton and all contractors identified in the SWPPP. An up to date copy of the SWPPP should be maintained on the project site during construction activities.

Task 15 – Bid Package: Based upon the City's and DuPage County's review, CBBEL will issue final plans, specifications and an opinion of probable cost.

OTHER TASKS

Task 16 – Prepare Preliminary Watershed Plan Amendment: CBBEL will prepare the Watershed Plan Amendment document using information provided by PEI and previously developed by CBBEL. The document will incorporate the supporting documentation, including text and drawing(s) of proposed Northside Park conditions as prepared by PEI. CBBEL will submit the document to PEI for review and approval prior to public distribution. This task will include running the DEC-2 economic analysis. For the DEC-2 analysis, the current assessed property values will be necessary, and it is assumed DuPage County or the City will provide these.

Task 17 – Participate in Public Hearing and Comment/Response Document: CBBEL will assemble responses to comments received during the Public Comment period and the Stormwater Committee evaluation. The technical information and the responses will be the responsibility of PEI and the Wheaton Park District. Using the assembled information, CBBEL will prepare a comment/response document in a format previously accepted by DuPage County.

Task 18 – Prepare Final Watershed Plan Amendment: CBBEL will prepare the final version of the Watershed Plan Amendment document. PEI will provide supporting information on the Northside Park portion of the Project, will review the final version of the Amendment and will provide comment to CBBEL prior to submittal for County Board action.

Task 19 – Project Coordination Meetings/Agency Coordination: Meetings will be necessary during the design and review process, and additional information will be required to supplement the permit application submittals. CBBEL will meet with City staff as necessary. The estimated fee reflects costs for:

- 4 coordination meetings with City, Park District, and DuPage County staff.
- 1st response to DuPage County, IDNR-OWR, and COE comments.
- 2nd response to DuPage County, IDNR-OWR, and COE comments.
- Project management and coordination.

ESTIMATED FEE

In the table below we have summarized our estimate for providing the previously described services.

PHASE	TASK	DESCRIPTION	ESTIMATED COST
1		*PRELIMINARY DESIGN*	
	1	Field Survey	$ 4,000
	2	Refine Existing Conditions FEQ Hydraulic Model	3,500
	3	Develop Existing Conditions FIS Hydraulic Model	9,000
	4	Update Wetlands Assessment	1,200
	5	Refining of Preliminary Design Plan	3,200
	6	Proposed Conditions Hydraulic Modeling	10,000
	7	Hydroperiod Analysis	10,000
		Subtotal Phase 1	***$40,900***
2		*PREPARATION OF DESIGN PLANS (FOR PERMITTING)*	
	8	Engineering Plans, Specifications and Estimates	$48,720
	9	Hydraulic Calculations of Final Design	5,000
		Subtotal Phase 2	***$53,720***
3		*PERMITTING AND BID PLANS*	
	10	Prepare a DuPage County Stormwater Management Permit Application	$20,000
	11	IDNR-OWR Floodway Permit Application	6,000
	12	FEMA CLOMR Request	5,500
	13	COE Permit Application Preparation and Submittal	3,000
	14	Preparation of a Stormwater Pollution Prevention Plan (SWPPP)	2,500
	15	Bid Package	10,000
		Subtotal Phase 3	***$47,000***
(n/a)		*OTHER TASKS*	
	16	Prepare Preliminary Watershed Plan Amendment	7,000
	17	Participate in Public Hearing and Comment/Response Document	6,000
	18	Prepare Final Watershed Plan Amendment	3,500
	19	Project Coordination Meetings/Agency Coordination	30,000
		Subtotal Other Tasks	***$46,500***
		Direct Costs	9,000
		TOTAL	**$197,120**

Assumptions

The following assumptions have been made to estimate the budget for the proposed scope of work:

1. No geotechnical investigation has been included. We are assuming that the City will retain a consultant to obtain soil borings for the project area and expect the following: The soil borings will be used to identify extraordinary subsurface conditions which could impact construction methods and/or design concepts, and to establish plan quantities for topsoil removal and earth excavation. The geotechnical evaluation will also identify the suitability of excess material for use on other sites.

2. All plats and legal descriptions for easements are not included in our budget.

3. If additional alternatives are proposed for Northside Park, then only up to 1 alternative has been included in the budget.

4. The City, if necessary, will pursue land acquisition; CBBEL has not budgeted for any work to support that aspect of the project.

5. We have not budgeted for the identification or removal or any special or hazardous waste items including, but not limited to, asbestos, lead paints, underground tanks, etc.

6. The project is expected to include utilities relocations. We have assumed that the utilities can be relocated without the need of pumps, and no easements or land acquisition will be necessary.

7. All review fees will be paid by the City. FEMA and DuPage County review fees are expected to be in excess of $20,000. These fees are not included in this proposal.

8. The LOMR request is not included in this proposal. After a set of as-built drawings are provided by the City (and Park District) a separate proposal for this task can be submitted.

9. The CLOMR limits are from Cole Avenue at the upstream end to the downstream limits of the channel improvements.

10. It is assumed that DuPage County will not require any hydroperiod analysis for the Main Street portion of the project.

11. IDNR-OWR will not require a dam permit for the Main Street portion.

12. DuPage County will not require any PVSTATS analysis.

TERMS & CONDITIONS AND SCHEDULE

We will bill you at the hourly rates specified on the attached Schedule of Charges and will establish our contract in accordance with the City's standard engineering services agreement provided to us on February 22, 2007 via email, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described previously and related Estimated Fee are based on information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust the Estimated Fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services, mileage and report compilation are estimated in the Estimated Fee. It should be emphasized that any engineering services performed for tasks not included in the proposal and/or beyond customary efforts as well as for any additional meetings shall be billed on a time and material basis at the attached hourly rates.

We have attached an anticipated project schedule that assumes that CBBEL will be given notice to proceed on March 6, 2007. The schedule assumes a 2 month review turnaround time by the review agencies.

We appreciate the opportunity to submit our proposal, and look forward to assisting you with developing design plans for the Main Street improvements. If this proposal meets with your approval, please sign both copies and return one to us to indicate your acceptance and authorization to proceed with the work.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE
President

Encl.: Schedule of Charges
Anticipated Project Schedule

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE CITY OF WHEATON

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2007

Personnel	Charges* ($/Hr)
Principal	219
Engineer VI	192
Engineer V	157
Engineer IV	126
Engineer III	117
Engineer I/II	95
Survey V	157
Survey IV	120
Survey III	115
Survey II	90
Survey I	70
Resource Planner V	107
Resource Planner IV	101
Resource Planner III	92
Resource Planner II	84
Engineering Technician IV	120
Engineering Technician III	99
Engineering Technician I/II	91
CAD Manager	126
Assistant CAD Manager	120
CAD II	117
CAD I	91
GIS Specialist III	112
GIS Specialist I/II	63
Environmental Resource Specialist V	140
Environmental Resource Specialist IV	126
Environmental Resource Specialist III	107
Environmental Resource Specialist I/II	87
Environmental Resource Technician	82
Administrative	82
Engineering Intern	48
Survey Intern	48
Information Technician III	88
Information Technician I/II	56

Direct Costs

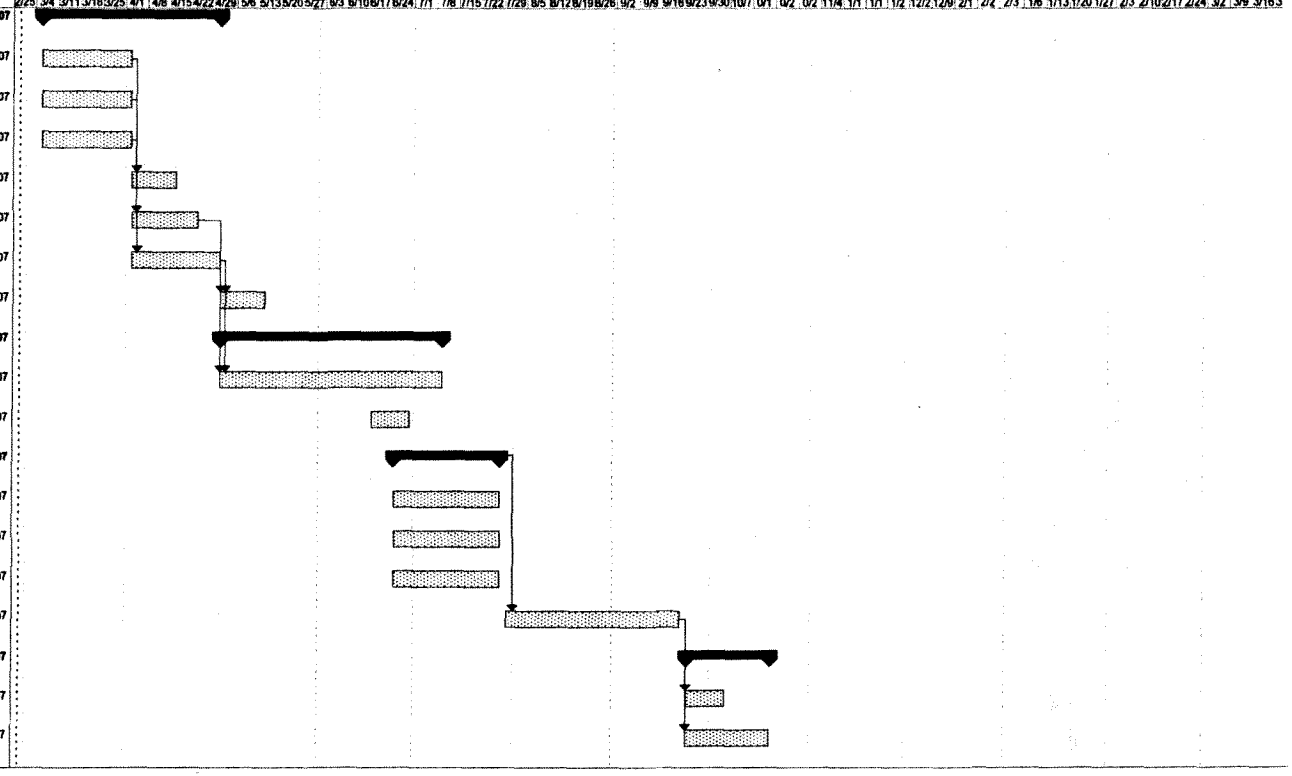
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

- Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2007.

Main Street

ID	Task Name	Duration	Start	Finish
1	**Preliminary Design**	**40 days**	**Tue 3/6/07**	**Mon 4/30/07**
2	Field Survey	4 wks	Tue 3/6/07	Mon 4/2/07
3	*Refine Existing Conditions FEQ*	4 wks	Tue 3/6/07	Mon 4/2/07
4	Develop Existing Conditions FIS	4 wks	Tue 3/6/07	Mon 4/2/07
5	Update Wetland Assessment	2 wks	Tue 4/3/07	Mon 4/16/07
6	Refine Preliminary Design	3 wks	Tue 4/3/07	Mon 4/23/07
7	Proposed Conditions Hydraulic Modeling	4 wks	Tue 4/3/07	Mon 4/30/07
8	**Hydroperiod Analysis**	**2 wks**	**Tue 5/1/07**	**Mon 5/14/07**
9	**Preparation of Design Plans (for Permitting)**	**50 days**	**Tue 5/1/07**	**Mon 7/9/07**
10	Preliminary P, S & Es	10 wks	Tue 5/1/07	Mon 7/9/07
11	Hydraulic Calculations of Final Design	2 wks	Mon 6/18/07	Fri 6/29/07
12	**Permitting and Bid Plans**	**25 days**	**Mon 6/25/07**	**Fri 7/27/07**
13	DuPage County Stormwater Permit Application	5 wks	Mon 6/25/07	Fri 7/27/07
14	IDNR-OWR Floodway Permit Application	5 wks	Mon 6/25/07	Fri 7/27/07
15	COE Permit Application	5 wks	Mon 6/25/07	Fri 7/27/07
16	**County Review Time for 1st submittal**	**8 wks**	**Mon 7/30/07**	**Fri 9/21/07**
17	**Permitting and Bid Plans (will depend on County Review Time)**	**20 days**	**Mon 9/24/07**	**Fri 10/19/07**
18	SWPPP	2 wks	Mon 9/24/07	Fri 10/5/07
19	Bid P, S & Es	4 wks	Mon 9/24/07	Fri 10/19/07



Project: Main Street
Date: Tue 2/27/07

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Wheaton Park District - Northside Park Improvements
Proposed STEPS

Sub-project	Project Goal	Step 1 (Mar. - Apr.)	Step 2 (Apr. - Jun.)	Step 3 (Jun. - Jul.)	Step 4 (60 - 90 days)	Step 5 (Start Nov. 1)
A	Goals: Construct Weir, Install Bridges, Complete Shoreline Protection Location: Northside Park	a. Design weir - Patrick b. Prepare hydraulics and hydrology calcs for DEC stormwater tab - CBBEL c. Design vegetation plan - CBBEL d. Design pond shoreline modifications (grading plan) - Patrick e. Other tasks (meetings, etc.) - CBBEL f. Project Mgt. - Patrick	a. Confirm wetland limits - CBBEL b. Survey wetland limits - Patrick c. Complete geotechnical investigation of bridge abutment locations - Patrick d. Calculate hydroperiods - CBBEL e. Design bridge abutments and select prefab. bridges - Patrick f. Prepare weir and bridge specs. and cost estimate - Patrick g. Prepare design, specs., and cost estimate for piers, paths, and sports field - Patrick h. Prepare wetland construction specs. - CBBEL and Patrick i. Model final design - CBBEL j. Other tasks (meetings, etc.) - CBBEL k. Project Mgt. - Patrick	Prepare DEC and USACE applications which includes: a. DEC Tab 1 Project Overview - Patrick b. DEC Tab 2 Stormwater - Patrick c. DEC Tab 3 Floodplain - Patrick/CBBEL d. DEC Tab 4 Wetland, DEC Tab 5 Riparian, USACE and IEPA Water Quality Certification Application - CBBEL e. Tab 6 - 8 Maps, Maintenance, Security - Patrick f. Joint Permit Application for USACE, IEPA, and IDNR-OWR - Patrick g. Other tasks (meetings, etc.) - CBBEL h. Project Mgt. - Patrick	While the Permit Applications are being reviewed: a. Prepare bid package for bridge and weir installation - Patrick b. Prepare bid package for shoreline modifications; paths, piers, and sports field; wetland planting - Patrick c. Prepare Stormwater Pollution Prevention Plan - Patrick d. Other tasks (meetings, etc.) - CBBEL e. Project Mgt. - Patrick	Begin Construction: a. Construction Observation - Patrick b. Wetland Construction Obs. - CBBEL c. Project Mgt. - Patrick
B	Goals: Dredge Northside Park Pond, Provide Compensatory Storage at WOP, Provide Stormwater Detention @ TP Location: Northside Park Pond (NPP), Wheaton Oaks Property (WOP), Thompson Property (TP)	a. Sample sediment - Patrick b. Bench scale testing on sediment - Patrick c. Verify Geotube/flocculant feasibility - Patrick d. Prepare Construction Schedule for WPD approval - Patrick	a. Prepare stage and final plans for WOP and TP - Patrick b. Prepare dredge plan (incl. sed. basin) for NPP - Patrick c. Prepare construction specs. for all of the above - Patrick d. Prepare construction cost estimates - Patrick	a. Prepare DEC and City of Wheaton applications (2) for WOP and TP - Patrick b. Prepare Joint Permit Application for dredging of NPP and placement of discharge pipe within wetland at TP - Patrick (Joint Permit Application will be submitted to USACE, IEPA, and IDNR-OWR)	While the Permit Applications are being reviewed: a. Prepare bid package for dredging and stage construction and final construction of Pond, WOP, and TP - Patrick	Begin Construction: a. Construction Observation - Patrick
C	Goals: Provide Sanitary Sewer and Possibly Potable Water Service to Boy Scout Cabin (no modifications of interior service proposed) Location: Northside Park		a. Site visit - Patrick b. Prepare plans and specs. - Patrick	a. Obtain permit (if needed) from City of Wheaton and Wheaton Sanitary District - Patrick	a. Prepare Bid Package - Patrick	a. Construction Observation - Patrick
D	Goals: Replace Main Street Culverts, Construct Upstream Retaining Wall Channel Improvements, Construct Downstream Riparian Channel Improvements Location: Main Street (Wheaton)	a. Size culverts and retaining wall geometry and downstream excavation - CBBEL b. Prepare hydraulics and hydrology calcs for DEC stormwater tab - CBBEL c. Design vegetation plan for downstream channel improvements - CBBEL d. Other tasks (meetings, etc.) - CBBEL f. Project Mgt. - CBBEL	a. Confirm wetland limits between Northside Park and Main Street - CBBEL b. Survey wetland limits from task (a) - CBBEL c. Complete geotechnical investigation of Main Street structural improvement area d. Calculate hydroperiods for wetlands from task (a) - CBBEL e. Design Main Street culvert and channel improvements - CBBEL f. Prepare culvert and channel improvement specs. and cost estimate - CBBEL h. Prepare planting plan specs. for downstream reach - CBBEL i. Model final design - CBBEL j. Other tasks (meetings, etc.) - CBBEL k. Project Mgt. - CBBEL	Prepare DEC and USACE applications for Main Street portion only (Northside done under a separate contract) which includes: a. DEC Tab 1 Project Overview - CBBEL b. DEC Tab 2 Stormwater - CBBEL c. DEC Tab 3 Floodplain - CBBEL d. DEC Tab 4 Wetland, DEC Tab 5 Riparian, USACE and IEPA Water Quality Certification Application - CBBEL e. Tab 6 - 8 Maps, Maintenance, Security - City/CBBEL f. Joint Permit Application for USACE, IEPA, and IDNR-OWR - CBBEL g. Other tasks (meetings, etc.) - CBBEL h. Project Mgt. - CBBEL	While the Permit Applications are being reviewed: a. Prepare bid package for culvert and channel improvements - CBBEL b. Prepare Stormwater Pollution Prevention Plan - CBBEL d. Other tasks (meetings, etc.) - CBBEL e. Project Mgt. - CBBEL	Main Street Construction: (to begin in 2008)