



# Agenda Item Executive Summary

AGENDA ITEM: Rt 59 Bike Underpass Civil Engineering Services Agreement BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$49,250 + direct costs Budgeted \$75,000

Fund: Streets

- Corresponding Activity Measure: Evaluate bike/pedestrian connectivity under/over and along Route 59.

## EXECUTIVE SUMMARY

This agreement is for the structural engineering services for the Rt 59 bike underpass project. Gannett Fleming is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass. The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Structural Engineering Services Agreement with Gannett Fleming.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Improve Village bike and pedestrian pathways and routes

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-\_\_\_\_\_, a resolution approving the structural engineering services agreement with Gannett Fleming.

Staff: Dan Dinges, Director of Public Works

Date: March 8, 2024

# Memo

DATE: March 8, 2024

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Gannett Fleming Structural Engineering Services Agreement for the Rt 59  
Bike Path Underpass

This agreement is for the structural engineering services for the Rt 59 bike underpass project. Gannett Fleming is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass.

The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Structural Engineering Services Agreement with Gannett Fleming.

**Motion:** I move the Village Board approve Resolution 2024 - \_\_\_\_\_, a Resolution approving the Structural Engineering Services Agreement with Gannett Fleming.

RESOLUTION 2024 - \_\_\_\_\_

**A RESOLUTION APPROVING THE STRUCTURAL ENGINEERING SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND GANNETT FLEMING.**

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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 Engineering Services Agreement dated February 19, 2024 for the Rt 59 Bike Underpass Project (the "Project Work") in the amount of \$49,250 plus direct costs, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Gannett Fleming subject to the terms and conditions of the defined Agreement.

**SECTION TWO:** that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions 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 passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** March 19, 2024

**APPROVED:** March 19, 2024

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, 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 2024 - \_\_\_\_\_ enacted on March 19, 2024 and approved on March 19, 2024 as the same appears from the official records of the Village of Bartlett.

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

**GANNETT FLEMING, INC.**  
**180 N. Stetson Avenue, Suite 3700**  
**Chicago, IL. 60601**  
**PHONE NO. 312-228-0100**

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this 19 day of February, 20 24 is by and between:

Client Name: Village of Bartlett  
Street Address: 228 S. Main Street  
City: Bartlett State: IL Zip Code: 60103  
Telephone Number: 630-837-0800 Fax Number: N/A  
Mailing Address: Same as Street Address  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Attention: Daniel Dinges, Public Works Director

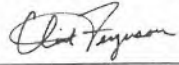
(hereinafter called "Client") and Gannett Fleming, Inc./Engineer, (hereinafter called "Gannett Fleming" or "Design Professional") and their affiliated professional or contracting organizations collectively), as follows:

- I. Client desires to engage Gannett Fleming to provide Consulting Services in connection with Client's project, ("The Project") described as follows:  
Project Name: The Grasslands  
  
Project Location: Bartlett, Illinois  
  
Project Description: Residential Development
- II. Gannett Fleming agrees to provide Consulting Services for the Project in accordance with the General Conditions, pages G-1 to G-9, the Scope of Services, pages S-1 to S-3, and the Fee Schedules, page F-1, attached hereto, incorporated by reference and made part of this Agreement.
- III. It is anticipated that the period of service for this Agreement will be from February 19, 2024 to December 31, 2024.
- IV. Is it anticipated that the fee to be paid by Client to Gannett Fleming for the services outlined in S-1 to S-3 will be **\$ 49,250 plus direct costs incurred**. This fee is supported by information contained on pages F-1.
- V. A signed copy of the Agreement returned to our office will serve as authorization to proceed with the work and a copy of the Agreement containing our signature will be returned for your files.
- VI. Gannett Fleming shall have the option to void this Agreement if not executed and returned to Gannett Fleming within thirty (30) days.

(signatures follow)

We appreciate the opportunity to submit this Agreement and look forward to working with you on this Project.

Gannett Fleming



Signature

Clinton E. Ferguson III, PE

Typed or Printed Name

Vice President

Title

Date: February 19, 2024

Client:

Signature

Typed or Printed Name

Title

Date:



## GENERAL CONDITIONS

The terms and conditions of this Agreement are as follows:

1. **DEFINITIONS:** "Services" means the specific services to be performed by Gannett Fleming as set forth in the "Scope of Services." "Client" is the person or business entity ordering the services to be performed by Gannett Fleming who shall be responsible for payment for such services. If the Client is ordering the services on behalf of another, the Client represents and warrants that the Client shall bind such third party to the terms and conditions of this Agreement. The ordering of services from Gannett Fleming shall constitute acceptance of the terms of this Agreement.

### 2.0 **SERVICES:**

- 2.1 Gannett Fleming's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Gannett Fleming shall submit a schedule for the performance of the Services hereunder, which initially shall be consistent with the time period set forth above in Paragraph III of this Agreement. The schedule shall include allowances for periods of time required for the Client's review, for the performance of Client's and Gannett Fleming's consultants, and for review and approval of submissions by authorities having jurisdiction over the Project. Time limits established by a schedule approved by the Client shall not, except for reasonable cause, be exceeded by the Client or Gannett Fleming. The Schedule shall be adjusted, if necessary, as the Project proceeds.
- 2.2 Gannett Fleming agrees to perform its services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of this Agreement. Except as specifically provided in the Scope of Services hereunder, Gannett Fleming shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's Project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
- 2.3 Client agrees that Gannett Fleming may use the services of subconsultants when it is appropriate and customary to do so, provided that Gannett Fleming notifies the Client in advance. Such persons or entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. Gannett Fleming may assign specific tasks to other affiliated organizations within the Gannett Fleming family of companies depending on the nature of the work, state licensing requirements and current staff assignments.
- 2.4 Unless otherwise provided in this Agreement, Gannett Fleming and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee

Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

- 2.5 In the performance of services on behalf of Client, Gannett Fleming will not act as a municipal advisor to client with regard to recommendations related to municipal financial products or the issuance of municipal securities and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to its services.
- 2.6 The parties acknowledge that the Gannett Fleming organization is registered to provide engineering services as Gannett Fleming, Inc.; Gannett Fleming Engineers and Architects, PC; Gannett Fleming Engineers, PC; and/or as Gannett Fleming of Michigan, Inc. in order to comply with various state licensing requirements. Additionally, Gannett Fleming Valuation and Rate Consultants, LLC is a registered municipal advisor. In order to provide services to the Client in compliance with federal and state licensing and registration requirements, Gannett Fleming may assign any duty or obligation related to performance under this Agreement to any of the entities named in this paragraph without providing notice or obtaining consent of the Client.

### 3. **COMPENSATION:**

- 3.1 Payments for services rendered and expenses incurred shall be made monthly upon presentation of Gannett Fleming's monthly invoices. Such invoices shall be computed in accordance with the attached Fee Schedule and are due and payable in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.
- 3.2 In-house expenses including reproduction, printing, copying, transportation, computer and other direct costs listed in the Fee Schedule will be invoiced at cost.
- 3.3 Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within (30) days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable.
- 3.4 In the event payment is not made within ninety (90) days after the date of invoice, Gannett Fleming shall have the right to cease all further work on the Project by giving written notice the Client.
- 3.4 In the event that the Client requests overtime, work will be billed for such work at appropriate overtime hourly rates. Overtime work includes Sundays or standard legal holidays.
- 3.6 The Scope of Services and design requirements are based on local and state criteria in effect on the date of this Agreement and do not include extra services not specifically listed. Special design, extra services,



offsite work, Client and architectural revisions, and revisions due to changes in governmental policy will be billed at the hourly rates shown on the Fee Schedule. Charges for extra services must be approved in advance by the Client in writing.

**4. STANDARD OF PERFORMANCE:**

- 4.1 In performing the services under this Agreement, Gannett Fleming will use the degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and surveying profession. Any problems relating to the services provided herein should be brought to the attention of Gannett Fleming as soon as encountered and before any obligation is incurred. If reasonable under the circumstances, Gannett Fleming reserves the right to correct any errors, including, but not limited to, the selection of a subcontractor or subconsultant and the negotiation of fees. GANNETT FLEMING PROVIDES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED HEREUNDER.
- 4.2 Gannett Fleming relies on the approval by reviewing agencies of the drawings, Record Plats, Site Plans, Permits and Bond Agreements and other final submittals, etc., as evidence of compliance with all applicable ordinances, regulations and design standards. Gannett Fleming shall be held harmless from any change in interpretation after receipt of any approvals and the revocation of approvals for any reason.
- 4.3 In performing its work, Gannett Fleming shall be entitled to rely on the accuracy and completeness of work of third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 4.4 Opinions of the probable costs of construction, financing, acquisition of land, rights-of-way and other costs shall be made in accordance with good engineering practice and procedure. Client acknowledges that Gannett Fleming has no control over construction costs, competitive bidding and market conditions, or costs of financing, acquisition of land or rights-of-way; and Gannett Fleming does not guarantee the accuracy of such opinions of the probable costs as compared to actual costs or contractor's bids.
- 4.5 Gannett Fleming shall not be responsible during construction of the Project for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the Project in accordance with the contract documents or violation of any safety laws, regulations or laws.
- 4.6 Gannett Fleming shall use its professional technical judgment and resources available to assist Client in obtaining required permits. Nothing in this Agreement shall be construed as a guarantee that Gannett

Fleming can cause a permit(s) or permit condition(s) to be granted or further Client's business goals.

5. **INSURANCE:**

5.1 Gannett Fleming shall maintain the following types of insurance relating to this Agreement and Gannett Fleming's performance of the Services:

(a) Workers' Compensation statutory coverage, and Voluntary Compensation coverage, to include Employer's Liability, with a limit of not less than \$500,000 per each occurrence;

(b) Broad Form Commercial General Liability and Automobile Liability coverages, with each kind of coverage providing a combined single limit of not less than \$1 million per each occurrence, to include the following coverages: Premises and Operations; Products and Completed Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage;

(c) Owned, Non-owned and Hired Vehicles; and Bodily Injury, including but not limited to personal injury and death, with a limit of not less than \$1,000,000 per each occurrence involving bodily injury and a limit of not less than \$1,000,000 per each occurrence involving property damage;

(d) Professional Liability Insurance during the term of the project in an amount not less than \$1,000,000.

5.2 All policies of insurance shall be written by companies, having a certificate of authority and a licensed agent authorized to transact the business of insurance in the state where the Services are being performed.

5.3 Gannett Fleming will have Client named as an additional insured on the commercial general liability and automobile liability coverages required under this Agreement. Gannett Fleming shall furnish the Client with a certificate(s) 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. The Client shall have the right, but not the obligation, of prohibiting Gannett Fleming from commencing work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Client.

5.4 Gannett Fleming will, upon request, provide insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Agreement is executed.

6. **OBLIGATIONS OF CLIENT:**

6.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning this Agreement. Client shall be responsible for co-ordination with all consultants or work forces hired directly by Client and all governmental agencies as warranted.

6.2 Client shall furnish all legal, accounting and insurance consulting services as may be necessary for the

Project, including auditing services, and be responsible for the costs incident to fulfilling the requirements of this provision.

- 6.3 Client shall provide all criteria and full information as to Client's requirements in connection with the Project, including existing studies, reports and other available data pertinent to the Scope of Work. Client also agrees to obtain or authorize Gannett Fleming to obtain or provide additional reports and data as required and furnish to Gannett Fleming information on services of others as required for the performance of Gannett Fleming's services hereunder. Gannett Fleming shall be entitled to use and rely upon all such information and services provided by Client or others in performing Gannett Fleming's services under this Agreement.

## 7. **CHANGES IN SERVICES:**

- 7.1 Changes in the Scope of Services, including the services of Gannett Fleming's subconsultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed to by the Client and Gannett Fleming, if required by circumstances beyond Gannett Fleming's control, or if Gannett Fleming's services are affected by circumstances provided in paragraph 7.2 below. Gannett Fleming agrees to notify the Client of such circumstances at the time and Client agrees to notify Gannett Fleming promptly if Client does not agree to such change. If Client determines that all or a part of such changes in services are not required, Client shall so advise Gannett Fleming and Gannett Fleming shall have no obligation to provide those services. Except for a change due to the fault of Gannett Fleming, changes in services shall entitle Gannett Fleming to an adjustment in compensation in accordance with this Agreement.
- 7.2 The rate of compensation for services provided under this Agreement has been agreed to in anticipation of the orderly and continuous progress of the Project. If any of the following circumstances affect Gannett Fleming's services for the Project, Gannett Fleming shall be entitled to an appropriate adjustment in the Schedule and Compensation:
- (a) Change in the Project criteria, instructions or approvals given by the Client that necessitate revisions;
  - (b) Enactment of or revision of codes, laws or regulations or official interpretations or methodology that necessitate changes to previously prepared documents;
  - (c) Not used.
  - (d) Significant changes in the Project including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method;
  - (e) Preparation for or attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except where Gannett Fleming is a party thereto;

(f) Gannett Fleming is required to delay commencement of the work or if, upon embarking upon its work, Gannett Fleming is required to stop or interrupt the progress of this work as a result of changes in the services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the control of Gannett Fleming.

7.3 Gannett Fleming will, at mutually agreed upon rates, provide assistance to and on behalf of Client, in the form of technical information, analysis and expert witnesses in claims and/or litigation in connection with this Agreement, including any claims or litigation brought by the Client against third parties or brought against the Client by third parties.

## 8. **ACCESS TO PROPERTY**

8.1 Client shall arrange for access to property and obtain the necessary permissions for Gannett Fleming and/or their representatives to perform the contracted services, by mailings and legal notices, as appropriate.

8.2 While Gannett Fleming will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of Services some damage may occur to surface features and landscaping, the correction of which shall be the responsibility of the Client. Gannett Fleming will be responsible for any other damage(s) arising out of the performance of any Project, caused by its or its employee's negligence or willful misconduct.

8.3 When access to any plant, facility, structure, roadway or other property is required by Gannett Fleming in the performance of the Services, Gannett Fleming shall execute all security forms, if any, furnished by Client or the facility. Gannett Fleming shall coordinate its schedule and activities on Client's property with Client's designated Project Manager.

8.4 Client agrees to advise Gannett Fleming of all plant rules, regulations and safety procedures established by Client or the owner of the facility or site for access to and activities in and around any facilities or site with which Gannett Fleming employees will comply.

## 9. **SUSPENSION/ TERMINATION:**

9.1 If the Project is suspended for more than thirty (30) calendar days in the aggregate, Gannett Fleming shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting mobilization and demobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, either party may terminate this Agreement upon giving notice in writing to the other party.

9.2 If the Client fails to make payment when due or is otherwise in breach of this Agreement, Gannett Fleming may suspend performance of services by providing five (5) calendar days notice to the Client.

G-6



Gannett Fleming shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

- 9.3 This Agreement may be terminated by either party, with or without cause, at any time upon fifteen (15) days prior written notice to the other party. Upon such termination, the Client shall pay to Gannett Fleming all monies owed under this Agreement for all work performed up to the termination date.

## 10. DOCUMENTS:

- 10.1 At the conclusion of the Services and at such other times as may be reasonably requested by Client, Gannett Fleming shall furnish to Client reports on the status and results of the Project. Such reports shall be in the form, and cover the subject matters, specified by Client.
- 10.2 All plans, drawings, survey notes and other original documents are instruments of service and shall at all times remain the property of Gannett Fleming until paid for in full, after which a copy will be supplied to Client upon its request and at its expense. Client agrees not to reuse such documents on any other project without Gannett Fleming's prior consent, and Client further agrees that any reuse of such drawings not related to the original project shall be at Client's own risk. Client shall defend and indemnify Gannett Fleming from and against all expenses and damages arising out of such reuse or misuse. The Client further agrees that in the event that the Professional Services of Gannett Fleming under a Service Authorization are terminated with or without cause, Gannett Fleming shall not be required to release any files or work product to the Client until such time as Gannett Fleming receives full payment for all Professional Services performed for the Client up to the date of termination.
- 10.3 Copyright and intellectual property rights in materials produced or developed by Gannett Fleming in the performance of this Agreement shall be owned by Gannett Fleming. Client shall be deemed to possess an implied limited license for the use of these materials.

## 11. LIABILITY/ DISPUTES

- 11.1 Gannett Fleming agrees to defend, indemnify and hold the Village and its respective affiliated, officers and employees harmless, from and against claims, suits, actions, and damages, including reasonable attorneys' fees, to the extent arising out of or related to Gannett Fleming's negligent acts, errors or omissions in services provided under this Agreement. This indemnification shall not be limited on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts. In no event will either party be liable for consequential damages. With respect to claims, suits, actions, and damages insured only under Gannett Fleming's professional liability policy, this indemnity shall apply only to the extent such claims arise out of or result from the negligent act(s), error(s), or omission(s) of Gannett Fleming, and any party for whom

it is legally liable, and Gannett Fleming's defense obligation shall be the reimbursement of the Village's reasonable legal expenses recoverable under applicable law in defending against an allegation of harm caused by Gannett Fleming's failure to meet the standard of care for professional services once that failure is determined.

- 11.3 This Agreement shall be enforced in and governed by the laws of the State where the Project is located. Venue for any action arising out of this Agreement will be in the Circuit Court of Cook County, Illinois.

**12. MISCELLANEOUS:**

- 12.1 Services performed by Gannett Fleming under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Gannett Fleming, or cause Gannett Fleming to be held to a fiduciary capacity, toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.
- 12.2 Gannett Fleming will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Gannett Fleming's performance of the Services.
- 12.3 The parties hereby covenant and agree that during the term and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.
- 12.4 Under no circumstance shall any employee, stockholder, officer or agent of Gannett Fleming have any individual professional liability to the Client in addition to, or/in excess of, Gannett Fleming's liability under this Agreement. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client shall look exclusively to the assets of Gannett Fleming for satisfaction of said judgment.
- 12.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- 12.6 This Agreement and attachments constitute all the terms and conditions under which professional work will be performed under this Agreement, which may not be amended except in writing signed by all parties.
- 12.7 Gannett Fleming is committed to conserve natural resources and minimize adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only



unless Client specifically requests Gannett Fleming, Inc. to produce hard copies.

## SCOPE OF SERVICES

Client: Village of Bartlett

Project Name: The Grasslands

The services under this Agreement shall consist of the following:

1. Design and provide final plans, specifications, and estimates for the retaining wall on spread footing to be constructed within the existing embankment (slope wall area between the south abutment and pier 1) for the structure carrying IL Route 59 over the Metra Railroad (SN 016-2606) in the Village of Bartlett, Illinois.
2. The work includes design and plan details for a cast in place concrete retaining wall on spread footing; subgrade improvement details, if needed; reinforcement details including bar bend diagrams, size, number, and length details; bill of material summarizing quantities; details for the removal and replacement of the existing slope wall concrete, specifications, and estimate of cost. Temporary soil retention system, if required, will be detailed for requirements on the drawings and special provisions, and will be designed by the Contractor.
3. Specifications referencing the "Standard Specifications for Road and Bridge Construction (SSRBC), dated 2022", including supplemental specifications, as published by the Illinois Department of Transportation will be used for this project.
4. Coordination with the Village of Bartlett, Metra Railroad, and the Illinois Department of Transportation (IDOT) will be performed. It is anticipated that two meetings with each entity is required, and the fee includes development of concept drawings and exhibits (up to 1 per entity) and summarizing meeting minutes as required.
5. This work is anticipated to be similar in concept to the US 20 over IL Route 59 Bicycle Path Project in which a retaining wall was constructed within the embankment of the bridge for installation of the multi-use path. A permit from Metra Railroad and the Illinois Department of Transportation is required and may request a different structure type, in which additional fee may be requested to complete the work.
6. Administration and coordination with other Project team members, including information required for permit applications being performed by others.
7. Deliverables and schedule include the following:
  - a. The schedule below includes the assumption that requested information relevant to the retaining wall design and TS&L acceptance will be received by March 15, 2024.
  - b. Concept Plan: A concept plan and cross section detailing the general layout (noted as Type Size Location drawing TS&L) has been completed and submitted to the Illinois Department of Transportation (IDOT) by D.R. Horton for review and acceptance. Gannett Fleming will dispose

of comments received, and will revise the drawing as needed to obtain approve/acceptance by IDOT. Note that if the wall type were to change from the cast-in-place type shown on the current TS&L, this change is not included in the scope of work and additional fee will be required to make the modifications if requested.

- c. It is assumed that the type, size, and location drawings will be used for permitting and review of other agencies, such as Metra Railroad, Cook County Department of Highways, etc., and that separate submittal of plan development to preliminary level (60%) is not included in the scope of services.
  - d. Prefinal (95%): Prefinal plans will be developed and provided to the Illinois Department of Transportation within 12 weeks of acceptance of the TS&L Plans. Prefinal plan development includes concept level information plus reinforcement details, a summary of quantities, draft specifications, and draft estimate of probable construction cost. Plans will be submitted to the Illinois Department of Transportation and Metra Railroad for review and acceptance.
  - e. Final (100%): Final plans will be developed within four weeks after approval of the Prefinal plans by the Illinois Department of Transportation. Final plans will be signed by an Illinois licensed structural engineer and will include final Plans, Specifications, and Estimates. Estimates for the retaining wall portion of the work will include the following:
    - a. Estimate of Probable Construction Cost;
    - b. Estimate of Construction Duration to complete the work, including estimated flagging days;
    - c. Quantity computations.
8. Quality Assurance - This item includes the review of calculations, specifications, and plans in accordance with Gannett Fleming Quality Assurance requirements.
9. Administration/Management - Project Administration includes in-house activities for budget control, manpower planning, contract administration, coordination meetings (in-house), progress reports and invoicing.
10. Electronic drawings will be performed in MicroStation Connect Edition according to IDOT "CADD, Modeling and Deliverables Manual, dated July 2021. Specifications will be provided in Word and PDF format and is assumed to be assembled by others into the overall specification book.

Services not included in Scope, but available upon request of the Client.

1. No work associated with verifying, designing, repair, or rehabilitation to the load carrying capacity for the structure carrying IL Rte 59 over the Metra Railroad, SN 016-2606, will be performed. Anticipated work to this structure is included in the above section "Services under this Agreement".
2. Geotechnical analysis/reports and soil sampling/testing.
3. Utility review of relocation plans, development of relocation plans, and coordination, if any.
4. Drainage work other structural subdrains to be included with the retaining wall work.

5. Geometric layout, design, plan details, or specifications for work associated with the multi-use path. Details will be incorporated into the retaining wall plan set as needed.
6. Coordinating or developing agreements or applications for permitting agencies, including but not limited to, Environmental permitting, Railroad Construction and Maintenance Agreements, IDOT agreements, Village or local agency permits, NPDES and/or Storm Water Protection Prevention Plan (SWPPP), and Railroad Protective Liability Insurance or Right of Entry fees. Permit application fees are paid by others.
7. Right of Way, ALTA Boundary or other land surveying services.
8. Post-Contract Assistance – Scope does not include responses to Contractor's RFI's, and responding to field personnel questions that arise during the construction contract. Shop drawing reviews is not included in the scope of services.

## **FEE SCHEDULE**

1. This project will be performed as outlined in the scope of services and the VILLAGE OF BARTLETT shall pay GANNET FLEMING as compensation the Lump Sum fee identified on page 1 of the agreement, in increments as outlined in Section 2, page F-1.
2. Invoices will be submitted monthly based on percent complete. It is assumed that the design duration of this project will be seven months from Notice to Proceed.
3. Direct expenses will be billed at cost to the Village of Bartlett.
4. Invoices will be sent to The Village of Bartlett, Attention: Daniel Dinges, Public Works Director, at the address identified on page 1 of the agreement.
5. VILLAGE OF BARTLETT shall remit payment to Gannett Fleming at the following address:

For Electronic Payments, Send ACH/EFT Payments to:

ABA: 031312738

Acct. No. 5003165655

Acct. Name: Gannett Fleming

Send check payments to:

Gannett Fleming Companies

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