

**RESOLUTION
R 28-21**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Contract between the Village of Lombard and Robinson Engineering Ltd. regarding the the Lombard Combined Sewers Study Update project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this 15th day of July, 2021.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner



Nays: None

Absent: None

Approved by me this 15th day of July, 2021.


Keith Giagnorio
Village President

ATTEST:


Elizabeth Brezinski
Village Clerk By: 
Deputy Village Clerk



Municipal Expertise. Community Commitment.

Sean P Kelly, P.E., CFM
Direct line: (815) 412-2704
Email: skelly@reltd.com

Exhibit A

May 28, 2021

Project 15-078.21

Village of Lombard Public Works
1051 Hammerschmidt Avenue
Lombard, Illinois 60148

Attention: Carl Goldsmith
Director of Public Works

**RE: Phase 1 Study -Underground Detention
641 N. Main Street**

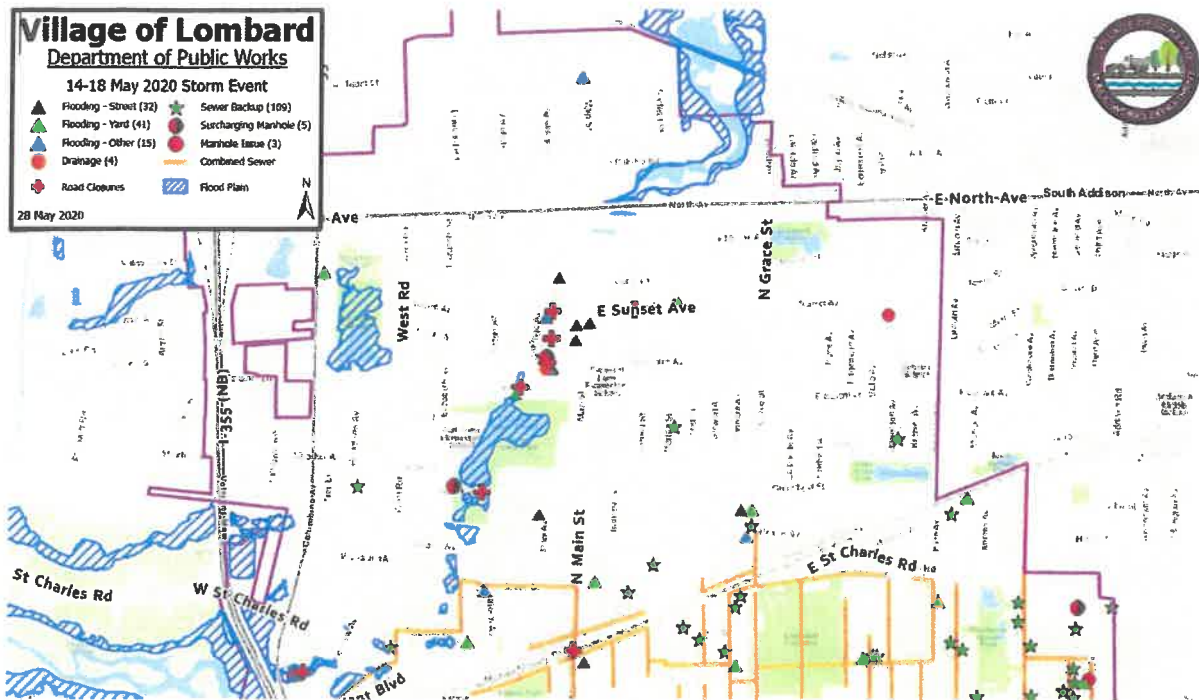
Dear Mr. Goldsmith:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal for professional engineering services to assist the Village of Lombard (VOL) with a Phase 1 engineering study for underground detention at 641 N. Main Street.

PROJECT OVERVIEW

The Village of Lombard has experienced drainage issues on the north side of town, generally in the vicinity of Main Street near Sunset Avenue. In May 2020, a significant rainfall event resulted in flooding in this area, which required multiple road closures. The Village has a couple larger, regional detention facilities on the north side of the Village; however, most of the area was developed prior to stormwater management ordinances and therefore there is limited detention storage. A larger diameter (24"-42") trunk storm sewer runs north along Main Street from roughly Pleasant Lane to North Avenue. This sewer effectively drains the area from Grace Street west to Main, between Pleasant and Sunset, and additionally picks up the Main Street corridor and areas west of Main, from Ridge Avenue. This sewer outlets to a wetland area, northeast of North Avenue and Main Street; however, before crossing North Avenue the sewer is provided with a restrictor. It appears that downstream outlet controls (restrictor and tailwater) impact conveyance and coupled with absence of detention storage, result in sewer surcharging and flooding.

The Village desires to improve the drainage in the area, and in 2020 the Village began investigating the opportunity to acquire the property at 641 N. Main Street for potential detention. Conceptual detention solutions were investigated, focusing on dry bottom detention ponds; however, upon further review of the Village's needs it was decided that the property could potentially serve a dual purpose for detention (underground) and recreational area. The Village acquired the property in late 2020—early 2021, and desires to perform a study to evaluate potential underground detention solutions and surficial land planning for the recreational space. The study will be used to select the appropriate cost-effective detention solution, to assist with ongoing drainage issues, which also provides for necessary recreation space for the Village.



At the present time, the Village is only requesting a Phase 1 engineering study. Phase 2, detailed design of the improvements, will be undertaken under a separate contract, following completion of the study and identification/selection of the appropriate solution.

The Village desires to complete the Phase 1 study in 2021, to help clarify the needs and potential costs of the project. The cost estimates will allow the Village to program the project in the upcoming Capital Improvements Plan (CIP) and provide sufficient time for design and permitting, in order to perform construction in 2024.

WORK PLAN

Based upon the above described project overview, we have developed the following scope of services:

Data Collection / Limited Topographic Survey

Collection of available data from the Village, including relevant GIS information, water/sewer atlases, service line data, and as-built plans for area utilities and lighting facilities will be performed. Once this data has been collected and reviewed, a limited topographic field survey will be performed. The survey will provide information on existing stormwater facilities and ground elevations and help identify potential conflicts/issue which could impact the detention solution.

The field survey will be performed under the direction of an Illinois-licensed surveyor typically by an experienced 1-person survey crew utilizing Trimble GPS/GNSS devices along with fully robotic Trimble total stations to establish control and conduct detailed topographic measurements. All electronic field data and existing conditions data will be processed utilizing commercially licensed AutoCAD software.

Hydrologic & Hydraulic Analysis

The existing detention needs for the area will be evaluated and compared with potential volume which can be obtained on the propose site using various storage solutions. The tributary area to the trunk storm sewer will be delineated, and modeling parameters developed based on land use. These parameters will be used to create a skeletonized hydrologic/hydraulic model of the existing system, which will be used to identify potential bottlenecks near the proposed detention facility and help establish connectivity to the new chamber(s) to maximize benefit for the existing storm sewer system.

We will evaluate a variety of potential underground detention solutions, considering costs, operation & maintenance (O&M) concerns, passive and active control (i.e. gravity or pumped outlet) and viability with anticipated surface land use. Some of the potential detention solutions which will be evaluated will include:

- StormTrap
- StormTech
- Bioclean Urban Pond
- RainStore3

Site Planning/Layout

The conceptual plan provided by the Village (see below), will be refined based on the detention needs and site parameters to develop potential layout(s) which will maximize parking and usable recreational space for soccer fields. The layout will attempt to re-use infrastructure, such as parking areas (if feasible) to help reduce future infrastructure costs. The layout(s) will evaluate needs for parking, garbage enclosures, bathrooms, fencing, etc.



Preliminary Design Memorandum

Following development of the detention needs and solution alternates, conceptual design of the proposed detention improvement solutions will be performed, along with the surficial site layout. The preliminary designs will consider potential conflicts, based on existing utility information from the Village. In addition, an Initial coordination with utility companies to verify pipelines, gas, electric, phone and cable TV facilities adjacent to the project site will be performed.

Budgetary estimates will also be developed for each option. Costs will include construction, design and construction engineering to assist with CIP planning.

The conceptual designs and budgetary cost estimates will be provided in a Preliminary design memorandum, which will describe the various solution options and provide recommendation based on the analysis.

Meetings

Project status meetings will be held periodically with the Village to review project status and address questions. It is anticipated that up to three (3) project coordination meetings will be held with Village staff to update project status and discuss improvement alternatives.

Engineering Fee

We propose to complete all tasks outlined in the preceding scope of services based on the following breakdown:

TASK CATEGORY	Est. Man-Hrs.	Engineering Fee
Data Collection / Limited Topographic Survey	44	\$5,450
<i>Surveyor</i>	4	
<i>Field Crew</i>	16	
<i>CADD</i>	20	
<i>Engineering</i>	4	
Hydrologic & Hydraulic Analysis	80	\$13,760
<i>Engineering</i>	80	
Preliminary Design	70	\$9,580
<i>CADD</i>	16	
<i>Engineering</i>	54	
Design Memorandum / Meetings	20	\$3,220
<i>CADD</i>	4	
<i>Engineering</i>	16	
TOTAL		\$32,010

Exclusions:

1. Detailed Design
2. Permitting
3. Geotechnical investigation
4. ROW/Easements
5. Specific zoning, deed or land use restrictions or Section 401 park lands
6. Wetlands, floodplains or unsuitable soils
7. Historic preservation or archaeologically significant sites

This proposal is for the Phase 1 Study only. Phase 2 Design Engineering would be performed under a separate agreement.

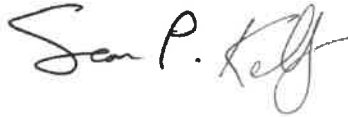
Schedule

Following receipt of signed proposal and Notice to Proceed, we anticipate study and preliminary design to take approximately 16 weeks.

The attached Standard Terms and Conditions are also part of our proposal. We will commence work immediately upon receipt of a signed proposal. We thank you for the opportunity to continuing to serve you and the Village of Lombard on this project.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Sean P. Kelly, PE
Senior Project Manager
SPK:pc

ACCEPTED:

VILLAGE OF LOMBARD, IL

By _____

Title: _____

Date: _____

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Date: _____

10/2014