

DISTRICT 1

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**

For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: September 29, 2004 (COW) (B of T) **Date:** 10/07/04

TITLE: Parkside Fence and Wall Stabilization Design Engineering
Amendment No. 1

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *Drat*

BACKGROUND/POLICY IMPLICATIONS:

Please see the attached memo.

FISCAL IMPACT/FUNDING SOURCE:

THIS ITEM: \$12,828.45 INCREASE

Total Contract Amount: \$44,431.20

HTE Project: 0338 M-04-03

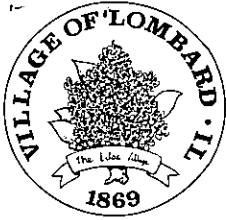
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PO#46815 ⁵⁰⁰

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X <i>W. Dratnol</i>	Date <i>9/29/04</i>
Village Manager X <i>W. Lichter</i>	Date <i>10/6/04</i>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



InterOffice Memo

To: William T. Lichter, Village Manager
From: David A. Dratnol, P.E., Village Engineer *DA*
Date: September 29, 2004
Subject: Parkside Fence and Wall stabilization Design Engineering Amendment No. 1

Attached, please find an engineering services contract amendment with Christopher B. Burke Engineering, LTD. This agreement provides for additional services to redesign the proposed retaining wall that Union Pacific rejected.

Christopher Burke Engineering worked for several months designing the structural enhancements to the existing retaining wall system. The design was forwarded to Union Pacific's Engineering Division for review and was accepted. However, when their Operations division received the plans, the project was rejected, even though the proposed wall was in the same location as the existing. The Operations Division is requiring the Village to move the wall further away from the rail. This amendment includes the added work effort to investigate relocating the wall and alternative wall construction methodologies.

Please present this agreement to the President and Board of Trustees for their review and approval at their regular meeting on October 7, 2004.

Note: At this time the original amendments are being executed by the engineer. They will be forwarded to the Clerk upon their receipt.

c: File: M 04-03

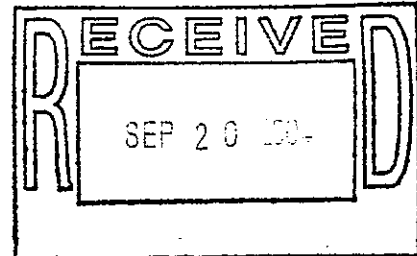


CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road • Suite 600 • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

September 17, 2004

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



Attention: Dave Dratnol, PE – Village Engineer

Subject: Parkside Avenue Retaining Wall
Request for Additional Engineering Fees
(CBBEL Project No. 03-170A)

Dear Mr. Dratnol:

We are respectfully requesting additional engineering fees for the subject project for changes in scope that were beyond our control. As you know, Christopher B. Burke Engineering, Ltd. (CBBEL) had coordinated the design of the proposed retaining wall with the Union Pacific Engineering Department. After several months of design iterations and calculation submittals, Union Pacific Engineering approved the wall from a structural standpoint. At that point, the wall design was forwarded to the Union Pacific's Operational Department for review where it was rejected due to its location. Although the proposed wall was basically in the same location as the existing wall, Operations wants to move the location of the wall further away from the tracks. CBBEL is currently looking into different wall types and possibly narrowing the parking/roadway width to satisfy the Union Pacific.

Due to this we estimate the following additional fees will be incurred (see attached spreadsheet):

1. Investigation and preliminary design of wall alternatives	\$3,983.22
2. Additional coordination/meetings with UP Railroad	\$1,660.54
3. Final design and revisions to the plans	\$6,784.69
4. Additional Direct Costs	\$ 400.00
TOTAL	\$12,828.45

If the above additional fee is acceptable please sign and return one copy to our office.

Sincerely,

Michael E. Kerr, PE
Executive Vice President

Fee for Additional services accepted:

BY: _____

TITLE: _____

DATE: _____

RESOLUTION
R _____ 05

A RESOLUTION AUTHORIZING
AMENDMENT OF A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, the Board of Trustees of the Village of Lombard on April 3, 2003 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Christopher B. Burke Engineering, LTD {which was amended on Date of First Amendment (if any), }; and

WHEREAS, an amendment to said contract is required to legally bind the parties; and

WHEREAS, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

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 President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Consoer Townsend Envirodyne Engineers, Inc. substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 7th day of October, 2004.

Ayes; _____

Nays: _____

Absent: _____

Approved this 7th day of October, 2004.

ATTEST:

William J. Mueller
Village President

Barbara Johnson
Deputy Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this 7th day of October, 2004, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **Christopher B. Burke Engineering, LTD** (the "CONSULTANT").

WHEREAS, on March 17, 2004 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Parkside Fence and Wall Stabilization; and

WHEREAS, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

NOW, THEREFORE, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

SECTION 1: The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S September 17, 2004 letter.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$44,431.20.

SECTION 3: All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

VILLAGE OF LOMBARD

By: _____
Village President

ATTEST:

By: _____
Deputy Village Clerk

and **Christopher B. Burke Engineering, LTD**

By: _____

ATTEST:

By: _____