

**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:** March 24, 2004 (COW) (B of T) **Date:** 04/01/2004

**TITLE:** Highland Ave (22<sup>nd</sup> – IL56) Reconstruction  
Resident Engineering

**SUBMITTED BY:** David A. Dratmol, P.E., Village Engineer *DM*

**BACKGROUND/POLICY IMPLICATIONS:**

Please see memo.

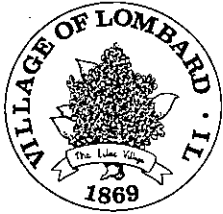
**FISCAL IMPACT/FUNDING SOURCE:**

\$276,760.28 / Motor Fuel Tax  
HTE Proj: ~~9949~~ 0325 PW Proj: ST-99-09  
HTE Acct: 7370.809425

Review (as necessary):

Village Attorney X	_____	Date _____
Finance Director X	<i>William T. Lichter</i>	Date <u>3/24/04</u>
Village Manager X	<i>W. T. Lichter</i>	Date <u>3/24/04</u>

**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 *Dratnol*  
**Date:** March 24, 2004  
**Subject:** Highland Avenue (22<sup>nd</sup> – IL56) Reconstruction  
Resident Engineering

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Attached please find a contract and resolution for the resident engineering services for the Highland Avenue (22<sup>nd</sup> – IL56) Reconstruction project.

As part of the short-list selection process, the Highland Avenue project was the target project for the Resident Engineering Short-List. A total of eighteen (18) firms received the Request for Qualifications and Proposals. Thirteen (13) firms submitted qualifications and proposals for the Resident Engineering Short-List and the Resident Engineering for the Highland Avenue Project. After review, evaluation and rating of all thirteen (13) proposals by the five person selection committee, Burns & McDonnell of Oak Brook was determined to be the most qualified firm for the resident engineering for the subject project.

Burns & McDonnell have recently served as resident engineer for the North Avenue and Lombard Lagoons/Veterans Hall Pond projects.

The scope and fee were negotiated with Burns & McDonnell and agreed to by both parties.

Please note that Motor Fuel Tax Funds (MFT) will be utilized to pay for Burns & McDonnell's services. Three (3) originals of IDOT form BLR 4303 are attached. BLR4303 is an IDOT Bureau of Local Roads Construction Engineering Services Agreement for Motor Fuel Tax Funds. Three copies of form BLR 4103 are also attached. BLR4103 is an IDOT Resolution for Improvement by Municipality under the Illinois Code. This form will be used in lieu of the regular Village resolution.

Please present the agreement and resolution to the President and Board of Trustees for their review at their regular meeting of April 1, 2004. If approved, please have three signed copies of BLR 4303 and three signed copies of BLR 4103 returned to Engineering for further processing.

DAD/DAD

cc: File: ST-99-09



BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE of LOMBARD Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Highland Avenue, 200 Feet north of IL Route 56, 22nd Street.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of road reconstruction including the removal of pavement, curb and gutter, concrete median, sidewalk and driveways and the construction of concrete pavement, curb and gutter concrete median sidewalk, driveways and retaining walls. Three existing traffic signals will be modernized with video detection and innerconnect system. Storm sewer, watermain, pavement markings restoration are also included. and shall be constructed typically 66 feet wide

and be designated as Section 00-00140-PV

2. That there is hereby appropriated the (additional Yes No) sum of Two hundred six thousand, seven hundred sixty dollars and 28/100 Dollars ( \$276,760.28 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED Date Department of Transportation District Engineer

I, Barbara A. Johnson, Deputy Village Clerk in and for the VILLAGE of LOMBARD City, Town or Village County of DUPAGE, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the PRESIDENT AND BOARD OF TRUSTEES Council or President and Board of Trustees at a meeting on April 1, 2004 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) Clerk City, Town or Village

Municipality Village of Lombard	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	C O N S U L T A N T	Name Burns & McDonnell Engineering Co.
Township York				Address 2601 W. 22nd Street
County DuPage				City Oak Brook
Section 00-00140-00-PV				State Illinois

THIS AGREEMENT is made and entered into this 24th day of March, 2004 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Highland Avenue Route \_\_\_\_\_ Length \_\_\_\_\_ KM( 0.6 Miles)(Structure No. \_\_\_\_\_ )  
Termini 200' north of Illinois Route 56 (Butterfield Road) north to 22nd Street.

#### Description

Work to be performed under this contract shall consist of the roadway reconstruction including the removal of pavement, curb and gutter, concrete median, sidewalk, driveways and retaining walls. Three existing traffic signals will be modernized with video detection and interconnect system. The contract also included storm sewer, water main, pavement markings, pavement markers, restoration and all incidental and collateral work necessary to complete the improvements shown on the plans.

#### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
  2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

~~1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____

~~The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until \_\_\_\_\_. In event the services of the ENGINEER extend beyond \_\_\_\_\_, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.~~

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.
- By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. All provisions of the LA's request for proposals dated February 13, 2004, the ENGINEER'S proposal dated March 5, 2004; the revised work effort dated March 24, 2004, the minutes of the March 23, 2004 project meeting and the ENGINEER'S letter of March 24, 2004 remain in full force and effect. Compensation to the ENGINEER shall be for the actual time spent providing services, but shall not exceed \$276,760.28.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Lombard of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

President and Board of Trustees

Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

Burns & McDonnell Engineering Co.

2601 W. 22<sup>nd</sup> Street

ATTEST:

Oak Brook, Illinois 60523

By Rose Ziemba

[Signature]

Title: Administrative Assistant

Title: Vice President



Village of Lombard  
Highland Avenue  
Work Effort  
March 24, 2004



Rate*	Resident Eng. John Masek, P.E.	Assist. R.E. D. Clementis	Survey C. Hawthorn	Survey (Rod) Staff	Inspection Staff	Materials Salinis	Caupbell Client Coord.	Public Relations PR Coord.	Total Hours	% of Total Hours	Total Cost
\$36.54	10	0	\$23.80	\$18.00	\$26.97	\$33.79	\$26.98	\$18.20	10	0.3%	\$365.40
	12	0							132	4.5%	\$2,622.39
	4	0							4	0.1%	\$146.16
	10	44							54	1.8%	\$1,789.24
	28	0							28	0.9%	\$1,023.12
	1040	856							1896	64.1%	\$65,701.76
	160	40							544	18.4%	\$12,949.92
		104	188		64	68	24		68	2.3%	\$2,297.72
									24	0.8%	\$647.52
	1264	1044	188	188	64	68	24		2960		
	42.7%	35.3%	6.4%	6.4%	2.2%	2.3%	0.8%			100.0%	
											\$94,684.03
											2.80
											\$11,645.00
											<b>\$276,760.28</b>

\* Rate = total cash compensation for employee

Expense Breakdown

Vehicle Expenses**	287 Days @ \$36.00	\$10,334.00
Survey (Verification)		\$0.00
Survey Supplies		\$75.00
Office Supplies		\$50.00
Photos		\$1,011.00
Mobile Communications***	20 Months	\$100.00
Postage / Repro		\$100.00
<b>TOTAL OF DIRECT COSTS</b>		<b>\$11,645.00</b>

\*\*Vehicle on Project 0 - 2 hours = No charge

\*\*Vehicle on Project 3 - 6 hours = 1/2 Vehicle Day

\*\*Vehicle on Project 7+ hours = 1 Vehicle Day

\*\*\*1 Nexel unit for 12 months @ \$54.95 a month

\*\*\*1 Nexel unit for 8 months @ \$43.95 a month

