

**RESOLUTION
R 10-21**

**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 regarding engineering services related to the Downtown Sidewalks Improvement 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 such Contract.

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 Contract as attached hereto.

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

Adopted this 18th day of March, 2021.

Ayes: Trustee Whittington, Puccio, Foltyniewicz, Honig and Militello


Nays: None

Absent: Trustee Ware

Approved by me this 18th day of March, 2021.


Keith Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk



Municipal Expertise. Community Commitment.

Jennifer S. Prinz, P.E.
Direct line: (708) 210-5687
Email: jprinz@reltd.com

March 1, 2021

Project 15-078.20

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

Attention: Carl Goldsmith
Director of Public Works

RE: St. Charles Road Sidewalk Improvements - West Half

Dear Mr. Goldsmith:

Robinson Engineering, Ltd. (REL) is pleased to present this supplement to our June 2, 2020 proposal for professional engineering services to assist the Village of Lombard (VOL) with the design engineering for the St. Charles Downtown Sidewalk Improvements – West Half.

PROJECT OVERVIEW

The Village of Lombard has existing paver sidewalks within the downtown area, along St. Charles Road between Elizabeth and Grace Streets. Over the years, the paver walks have settled and created maintenance issues for Public Works. The Village desires to improve the walkways with a combination of concrete walk and decorative paver surfaces to improve the aesthetics and functionality of the downtown area. The Village's intent is generally to maintain the existing roadway curb, with only minimal improvements to address specific damage and/or critical ADA design requirements. Similarly, the adjacent concrete ribbon curb along the buildings are proposed to remain. To minimize potential for paver settlement, the pavers will be placed upon a hardscape base (currently anticipated as concrete). Existing tree vaults within the project area will generally remain; however, we understand that the Village Forester is recommending removal of a portion of the trees and vaults areas.

As proposed improvements are limited to paver walkway areas, no significant undercutting is anticipated and therefore no soil borings or specific Clean Construction Debris Disposal (CCDD) testing is proposed. CCDD testing needs will be included in the construction cost estimates to be performed during the construction phase with construction engineering (i.e. LPC-663). The Village may also desire to screen the materials and provide LPC-662 if appropriate.

WORK PLAN

The project scope envisioned for the original proposal was adjusted during completion to make certain the improvements addressed the long-term needs of the Village. As such, the original proposal became more of a Phase 1 study, where field topography was collected, and concept layout improvements and preliminary engineering were performed to inform/establish a final design approach with additional consideration for pedestrian access/usability. The changes incorporated curb bump-outs at some of the

intersections. Our understanding is that the Phase 1 plans are essentially complete, with some minor review/adjustments potentially being done to the proposed curb/sidewalk bump-outs near Park & St. Charles and Elizabeth & St. Charles, which will then be incorporated into the final design documents. Based upon the above described project overview, we have developed the following scope of services:

Data Collection/Topographic Survey

Field topography and data collection has been completed. As necessary, supplemental data will be collected from the Village to assist with limited downspout connection/redirection. The approximate project limits are shown below.



Preliminary Design

As directed by the Village, limited supplemental investigation and verification of turning radii will be performed at the intersections of Park & St. Charles and Elizabeth & St. Charles. Operations staff has noted some concerns about the impact of potential improvements on future snow removal.

Upon verification and approval by the Village, final design of the preliminary plans will commence. The design will be prepared in accordance with typical MFT standards and VOL design guidelines, ADA accessible sidewalk facilities, curb and gutter replacement (limited as necessary) and decorative sidewalks for the project area.

Based on the fully developed condition of the project area, it is anticipated that none of the following will be encountered and no hours have been included in our scope to address these issues:

- Specific zoning, deed or land use restrictions or Section 401 park lands
- Wetlands, floodplains or unsuitable soils
- Historic preservation or archaeologically significant sites
- Need for offsite storm sewer extensions
- Detention or outside agency permitting for stormwater management
- Utility redesign including streetlight relocations
 - The removal of the mast arm at the NE corner of Park and St. Charles will be included in the proposed design plans, as will the limited (3) locations of downspout connections to storm sewer as previously discussed/identified.

It is our understanding that ROW/easements, previously identified as part of the preliminary design, will be acquired by the Village. No hours have been included in our scope for these items. Should any ROW/easements assistance be required, REL will provide a scope and fee for the requested services.

Final Design

Following review and acceptance of the preliminary design by VOL, detailed design plans and bidding documents will be prepared for the proposed improvements. Project Specifications and Special Provisions will also be developed, along with a final Engineer's Estimate of Probable Construction Costs. It is anticipated that the following plan sheets will be prepared at 1" = 20' scale:

- Cover Sheet | Project Location Map
- Summary of Quantities/General Notes (quantities broken by block)
- Typical Cross Sections
- Demolition/Erosion Control Plan
- Detailed Sidewalk Grading Plans
- Plan and Profile
- Storm Water Pollution Prevention Plan
- Decorative Sidewalk/Landscaping Plan
- Construction Details

The initial coordination with utility companies started in preliminary design will continue during final design. Final design plans will be sent to private utility companies to ensure they are aware of the Village's project scope and anticipated schedule. We anticipate two (2) submittal to utility companies (preliminary and final design). Note no redesign of our improvements is anticipated as part of the submittals. Two 24"x36" and half-scale 12"x18" plan sets will be provided to VOL along with a CD containing electronic copies of project files, drawings and supporting documentation.

Permitting

The proposed project involves the removal and replacement of existing impervious compacted paver walk areas within the Village ROW. The limited removal of existing tree vaults, as noted by the Village (15 or less), is anticipated to result in less than 500 SF of "new" impervious area. Based on this, no stormwater permitting is required under the DuPage County Stormwater Management Ordinance (SMO) and DuPage SMO permitting is not included in the design proposal.

In accordance with the State of Illinois National Pollutant Discharge Elimination System (NPDES) general permit, a Notice of Intent (NOI) will also be submitted to IEPA along with the project's SWPPP, as the disturbances are anticipated to be close to one acre.

Meetings

Project status meetings will be held periodically with the Village to review project status and address questions. It is anticipated that up to two (2) project coordination meetings will be held with Village staff to update project status.

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
Preliminary Design – Verify/adjust bump-outs Park & Elizabeth	24	\$3,120
<i>CADD</i>	16	
<i>Engineering</i>	8	
Final Design	178	\$26,400
<i>CADD</i>	118	
<i>Engineering</i>	76	
Bid Documents/Bidding	24	\$3,610
<i>Administration</i>	6	
<i>Engineering</i>	18	
<hr/> TOTAL		\$33,130

Please note that this design fee includes the streetscaping design for the project area only.

Exclusions:

1. Land acquisition costs, preparation of plats of easements or ROW Dedications (if needed)
2. Permit fees or costs
3. ROW/Easements
4. Specific zoning, deed or land use restrictions or Section 401 park lands
5. Wetlands, floodplains or unsuitable soils
6. Historic preservation or archaeologically significant sites
7. Need for offsite storm sewer extensions
8. CCDD testing
9. Soil boring
10. Pavement Cores
11. Stormwater permitting
12. Utility redesign including streetlight relocations.
 - a. The removal of the mast arm at the NE corner of Park and St. Charles will be included in the proposed design plans, as will the limited (3) locations of downspout connections to storm sewer as previously discussed/identified.

This proposal is for Design Engineering only. Construction Engineering, if desired, would be performed under a separate agreement.

Schedule

Following receipt of signed proposal and Notice to Proceed, we anticipate final design to take approximately 8 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.

Jennifer S. Prinz, PE
Director of Engineering
SPK:pc

ACCEPTED:

VILLAGE OF LOMBARD, IL

By _____

Title: _____

Date: _____

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.

ENVIRONMENTAL 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: _____