

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 10, 2004 (COW) (B of T) **Date:** 3/18/04

TITLE: Lombard Hills East (Phase V) Reconstruction
Resident Engineering

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

BACKGROUND/POLICY IMPLICATIONS:

Please see memo.

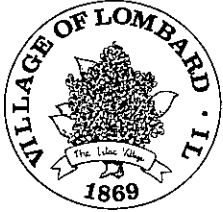
FISCAL IMPACT/FUNDING SOURCE:

\$204,974.19 / Motor Fuel Tax
HTE Proj: 0412 PW Proj: ST-04-07
HTE Acct: 7370.809425

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X *Edward J. Flood* Date *03/10/04*
Village Manager X *William T. Lichter* Date *3/11/04*

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 *DAE*
Date: March 10, 2004
Subject: Lombard Hills East (Phase V)
Resident Engineering

Attached please find a contract and resolution for the resident engineering services for the Lombard Hills East (Phase V) project.

This selection was made from the Resident Engineering Short List. The short list is comprised of five firms. In this incident, the design engineer (Civiltech Engineering of Itasca) was also asked to submit a proposal. Four firms responded (Engineering Resource Associates, Inc. did not submit a proposal). Upon review, the Engineering Division determined that Christopher B. Burke Engineering, Ltd. of Rosemont is the most qualified firm to serve as resident engineer.

Christopher B. Burke Engineering has recently served as resident engineer for the South Broadway Improvement and Garfield Site Development projects.

The scope and fee were negotiated with Christopher B. Burke Engineering and agreed to by both parties.

Please note that Motor Fuel Tax Funds (MFT) will be utilized to pay for Christopher B. Burke Engineering's services. Three (3) originals of IDOT form BLR 4303 are attached. BLR form 4303 is an IDOT Bureau of Local Roads Construction Engineering Services Agreement for Motor Fuel Tax Funds. Form BLR 4103 is also attached. This form 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 this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of March 18, 2004. If approved, please have three signed copies of BLR 4303 and five signed copies of BLR 4103 returned to Engineering for further processing.

DD/jg

cc: File: ST-04-07

Municipality Village of Lombard	L O C A L A G E N C Y  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Christopher B. Burke Engineering, Ltd.
Township York			Address 9575 W. Higgins Road
County DuPage			City Rosemont
Section 04-00150-00-FP			State Illinois

THIS AGREEMENT is made and entered into this 18th 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

Nam Lombard Hills - East (Phase 5) Route Length KM 1.14 Miles)(Structure No.)
 Termini Berkshire (Stewart to Grace); Stewart (Pleasant to Sunset); Lombard (Pleasant to Sunset); Berkshire (Main to Stewart) and Sunset Avenue (Stewart to Grace)

Description

The proposed work is officially known as "LOMBARD HILLS - EAST (PHASE 5)". The project involves the reconstruction of approximately 3,500 feet of residential streets including Berkshire Avenue, Stewart Avenue, and Lombard Avenue consisting of the removal of existing pavement, base course and sub-base to the proposed sub-grade elevation and replacement with 4" sub-base granular material, 4.5" bituminous base course, 2.5" bituminous concrete binder course and 2" bituminous surface course. It is anticipated that unsuitable soil removal and replacement will be required as indicated in the plan documents. Furthermore, curb and gutter removal and replacement, sidewalk replacement, driveway construction, storm and sanitary sewer construction, water main replacement and street lighting will all be included in the scope of work for this project. The project also involves the surfacing of approximately 2,500 feet of Berkshire Avenue and Sunset Avenue consisting of surface preparation and 2" bituminous surface course. All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Civiltech Engineering, Inc. of Itasca.

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 ENGINEER 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.~~

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 February 27, 2004 and the ENGINEER's letter of March 8, 2004 remain in full force and effect. Compensation to the ENGINEER shall be for the actual time spent providing services, but shall not exceed \$204,974.19.

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)

ATTEST:

State of Illinois, acting by and through its

By _____
Clerk

President and Board of Trustees,
By _____

(Seal)

Title:

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600

ATTEST:

Rosemont, Illinois 60018

By William D. Casson

Christopher B. Burke

Title: Vice-President

Title: President



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 27, 2004

Village of Lombard
Department of Public Works
1051 S. Hammerschmidt Ave.
Lombard, IL 60148-3926

Attention: Mr. David A. Dratnol, PE, Village Engineer

Subject: Short List Submittal
Lombard Hills – East (Phase 5)
Resident Engineering
Due February 27, 2004 – 4:00 p.m.

Dear Mr. Dratnol:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit one original and three copies of our proposal to provide Resident Engineering Services on the above referenced project.

CBBEL has extensive experience providing Resident Engineering services on projects similar in scope to Lombard Hills-East (Phase 5). We feel that our experience and the knowledge we have gained working in the Village of Lombard are a valuable asset to assist in the successful completion of your project.

W. Daniel Crosson, PE, Head of the Construction Engineering Department, will be the contact person for this proposal. Dan can be reached at the above address or at (847) 823-0500 to answer any questions regarding this document.

CBBEL will be providing all services from our office in Rosemont, Illinois.

CBBEL is confident in our ability to assist Lombard in providing its residents with an on time and under budget project. We look forward to continuing our relationship with the Village of Lombard.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chris Burke', written over a white background.

Christopher B. Burke, PhD, PE
President



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 8, 2004

Village of Lombard
Department of Public Works
1051 South Hammerschmidt Avenue
Lombard, Illinois 60148-3926

Attention: Mr. Dave Dratnol, PE
Village Engineer

Subject: Lombard Hills East – Phase 5
Resident Engineering

Dear Dave:

Per our meeting on March 5th, Christopher B. Burke Engineering, Ltd. (CBBEL) would like to take this opportunity to clarify the items discussed.

1. CBBEL understands that our services will most likely continue into 2005, however, the hours in our RFP do not need to be amended.
2. CBBEL does not anticipate any direct costs for this project. The proposed budget in our RFP does not need to be amended.
3. CBBEL understands that Lisa Gasperec will be the Resident Engineer for the duration of the project.

Please find attached the MFT agreement for resident engineering services for your submittal to IDOT.

If you have any other questions or concerns, please call.

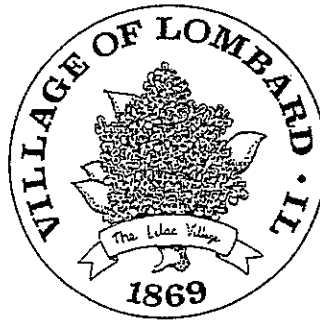
Sincerely,

A handwritten signature in black ink that reads "W. Daniel Crosson". The signature is written in a cursive, flowing style.

W. Daniel Crosson, PE
Vice President
Construction Engineering Dept. Head

**PROPOSAL FOR
LOMBARD HILLS – EAST (PHASE 5)
RESIDENT ENGINEERING**

VILLAGE OF LOMBARD



CONTRACT NO.: ST 04-07

**DUE DATE: FEBRUARY 27, 2004
4:00 PM**

**PREPARED FOR: DAVID A. DRATNOL, PE
VILLAGE ENGINEER
VILLAGE OF LOMBARD
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148-3926**

**SUBMITTED BY: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. HIGGINS ROAD, SUITE 600
ROSEMONT, IL 60018
(847) 823-0500**

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PROJECT UNDERSTANDING

CBBEL understands that the Village of Lombard is going to proceed with the improvements officially known as Lombard Hills-East (Phase 5). The project was designed by Civiltech Engineering, Inc. The project will in general require the reconstruction of approximately 3,500 feet of residential streets. The reconstruction includes Berkshire Avenue (Stewart to Grace), Stewart Avenue (Pleasant to Sunset) and Lombard Avenue (Pleasant to Sunset). The reconstruction sections will include removal of existing pavement and curb, construction of new storm and sanitary sewers, and water mains. Sanitary and water services will be replaced to the ROW. (CBBEL is aware that on occasion, sanitary services will need to be constructed off the ROW to provide proper pitch to the service. CBBEL will coordinate this work with the homeowner, Village Public Works staff and Contractor.) New curb and gutter will be constructed the full length of the reconstructed sections (B6.12 with depressions at driveways and sidewalks). Any unstable soils will be removed following a proof roll by a loaded semi dump truck. The extent of the undercutting will follow the recommendation of the Village's geotechnical consultant TSC. A new paving section consisting of 4 inches of granular subbase, 4.5 inches of Bituminous Base Course, 2.5 inches of binder and 2 inches of surface course will be constructed. Berkshire Avenue (Main to Stewart) and Sunset Avenue (Stewart to Grace) will be resurfaced consisting of 1.5-2 inches of surface course. The asphalt will be constructed utilizing IDOT Superpave Specifications.

The project also includes reconstruction of all driveway aprons (CBBEL will verify proper slope during initial layout), landscaping enhancements and lighting throughout the project. Because the underground work is extensive the RE will need to be aware of maintaining access to all residential dwellings within the project limits and promptly respond to all resident concerns. The quantities also call for 2000 cy of undercutting. Extensive undercutting operations are extremely disruptive, particularly if they are happening in front of your house. The residents must be informed and constantly updated to minimize disruptions to their daily routines. CBBEL has driven the limits of this project. During this drive through the number of mature parkway trees was noted. The service connections proposed for this project could potentially cause severe damage to the root systems of these trees. CBBEL will coordinate with the Village's staff in order to minimize damage to the existing trees.

CBBEL understands that the Village will utilize both Motor Fuel Tax funding and local funds to construct this project.



PROJECT UNDERSTANDING

Although some inconveniences are inevitable during the reconstruction of residential streets, CBBEL has adopted several procedures on similar projects to ensure that the residents are inconvenienced as little as possible. These procedures include the following:

- Notification prior to construction describing the work so the residents have a better understanding of the upcoming work.
- Notifying residents 24 hours in advance if ingress and egress to their homes will be limited. If at all possible, also giving them a time frame, so they can plan their day accordingly.
- If water main shutdowns are necessary, give the residents 48 hours notice, schedule the shutdown after people have gone to work, and limit the duration of the shutdown as much as possible.
- If temporary easements have been granted by a resident, it is of the utmost importance that they be notified prior to performing any work on their property. They are being kind by granting a temporary easement to the Village and should have the opportunity to ask questions about the work being done on their property.
- Directing the contractor daily to maintain the aggregate for temporary access to ease ingress/egress around the project area and to provide a safe roadway for the residents.
- Direct the contractor when dust control and/or maintenance of traffic control is necessary.

CBBEL has found that keeping the residents informed and maintaining a safe and clean site, results in less tension between the residents and the contractor, thus the Village.



SCOPE OF SERVICES

CBBEL proposes to furnish, at a minimum, the services described below.

TASK 1 – PRE-CONSTRUCTION SERVICES

- Review contract drawings and specifications.
- Attend a pre-construction meetings.
- Attend a public meeting with concerned residents.
- Review submittals from the Contractor for compliance with the contract.
- Review Contractor's construction schedule for compliance with contract documents.
- Obtain from the Contractor a list of proposed suppliers and subcontractors.

TASK 2 – CONSTRUCTION STAKING

CBBEL will provide all construction staking. We will establish all baselines, construction stakes and benchmarks necessary for locating the principal components of the work.

TASK 3 – CONSTRUCTION OBSERVATION SERVICES

CBBEL will provide a full-time Resident Engineer who will perform the following duties:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Be present whenever the Contractor is performing work on the project.
- Assist contractors in dealing with any outside agencies.
- Attend required construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Coordinate all on-site and plant inspection of materials with the Village's testing consultant per the requirements of IDOT, since MFT funds are being utilized.



SCOPE OF SERVICES

- Coordinate with residents and Village so as to implement the Village sidewalk program within the project area. Answer resident questions concerning the policy and the project.
- Perform weekly barricade checks. Inspections shall be made between sunset and sunrise. A Barricade Check Report will be completed and delivered to Public Works. If necessary, CBBEL will notify the Contractor and require the Contractor to take appropriate steps to correct deficiencies.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep Inspectors Daily Reports in IDOT's format containing a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village and IDOT, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Carry a Village issued pager during Contractor's normal working hours.
- Prepare and distribute a weekly newsletter updating residents.
- It is understood that while onsite all CBBEL personnel will conform to the Village Personnel Protective Equipment (PPE) Policy. This requires at a minimum anyone



SCOPE OF SERVICES

on the construction site to wear an orange safety vest and steel-toe shoes. Additional measures may be required as spelled out in the policy.

TASK 4 – SHOP AND RECORD DRAWING REVIEW

- Record data received, maintain a file of drawings and submission, and check construction for compliance with them.
- Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Maintain a set of Record Drawings as construction progresses, on which all changes are noted. Deliver a reproducible set to the Village at the completion of the project.

TASK 5 – CONTRACT DOCUMENTATION

- Document all quantities and material inspections following the guidelines in the Illinois Department of Transportation (IDOT) Construction Manual. This process will facilitate payment applications and the closeout of the contract.
- CBBEL shall prepare all paperwork required by IDOT for closeout of an MFT project.
- CBBEL will document the location (vertically and horizontally) of sewer and water services on the sheet provided by the Village.



PROJECT STAFFING

Village of Lombard
Lombard Hills - East (Phase 5)

Name/Registration/Title	Years of Exp/ Years at Firm	IDOT/Municipal/Project Experience
W. Daniel Crosson, PE Project Manager	20/12	Head of Construction Engineering Section. Has worked as Project Engineer/Resident Engineer on numerous MFT, STP projects including projects in Lombard, Rosemont, Elmwood Park, Bensenville, Chicago Ridge and Northlake. Has over five years experience on FAI-Interstate reconstruction projects.
Lisa M. Ramirez, PE Resident Engineer	9/9	Resident Engineer. Residential experience includes: 0.5 miles of reconstruction of South Broadway in Lombard using MFT funds; installation of 47,000 feet of water main and 41,000 feet of sanitary sewer with 350 service lines for both in Palos Park, IL using IEPA grants; 0.5 miles of reconstruction of Oak Park Avenue in Chicago Ridge, IL using STP funds. Has provided Resident Engineering Services on STP projects in Palos Park and Chicago Ridge and MFT projects in Bensenville, Elmwood Park, Palos Park, and Darien.
Orion Gale, EI Resident Inspector	2/2	Civil Engineer. Construction inspection experience in Lombard (South Broadway, The Great Indoors), Oakbrook Terrace resurfacing and, Riverside water and sewer upgrades. Plan specification and estimate experience with Elmwood Park, Bensenville MFT.
John Murphy, PE, PLS Surveyor	15/5	Responsible for managing office and field surveying procedures. Responsibilities include budgets and contract preparation: Logistical planning and research, supervision of staff and calculations of survey data. Coordinated layout procedures and calculations for 22 nd and Highland.

ORION C. GALEY, EI

CIVIL ENGINEER

EDUCATION

Bachelor of Science
General Engineering
University of Illinois at Urbana-Champaign

EMPLOYMENT HISTORY

2003 – Present, Christopher B. Burke Engineering, Ltd., Civil Engineer
2002, Christopher B. Burke Engineering, Ltd., Intern, Construction Engineer
2001, SPACECO, Intern, Survey Technician

RESPONSIBILITIES

Performed resident engineering duties including assistance in bidding and contract execution procedures for award of contract, on-site construction observation, documentation of quantities, coordinated and/or verified materials testing and inspection, review contractor pay requests, coordinate preparation of as-built drawings, and finalization of contracts with different agencies (i.e. IDOT/Cook Co./municipalities).

CONSTRUCTION PROJECTS

Addison Creek Bank Stabilization, Prater Avenue to Parkview Drive, Northlake, IL

The purpose of this project was to reduce erosion and maintenance along the banks by implementing several stabilizing procedures. The project includes installation of A-Jax, stabilizers, and Gabions along the toe of the bank. As a Resident Engineer, daily duties include construction observation, documentation of quantities, coordination of installation methods with IDNR-OWR and the US Army Corps of Engineers. Other duties include contract administration, review of pay requests and submittal of quarterly reports, final report and reimbursement requests to IEPA.

Dover Circle Water Main Replacement, Village of Lincolnshire, IL

This project consists of 1570 linear feet of water main installation and street resurfacing, as well as other items associated with water main installation and street resurfacing at Dover Circle. As a construction manager, duties include construction observation, cost control, as-built drawing and weekly written reports to the owner on the progress of work.

Lake Manor Pond Restoration, Village of Addison, IL

The project consists of earth excavation, storm sewer, bridges, wetland planting, limestone path, and aerators at Lake Manor Pond. As a part-time resident engineer, duties include construction observation, coordination of material inspection, and documentation of quantities. Other duties included shop drawing review, contract administration, and preparation of pay estimates.

South Broadway Reconstruction, Lombard, IL

The project consisted of approximately 0.5 miles of street reconstruction including: Replacement and realignment of water main, storm sewer and sanitary sewer and installation of over 30 water services and sanitary services.

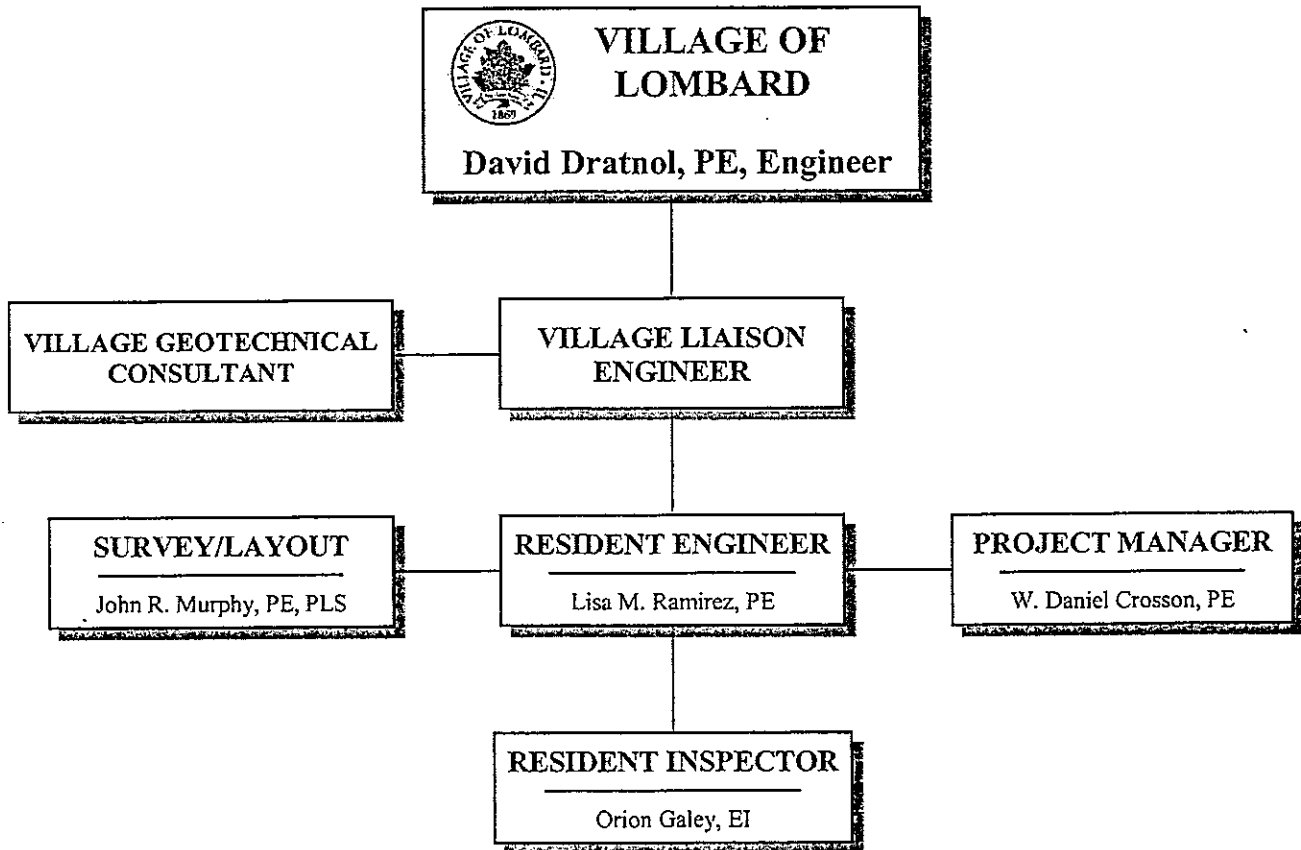
Oakbrook Terrace Street Resurfacing, Oakbrook Terrace, IL

Assisted resident engineer in compiling quantities for the project. Also assisted in construction observation by checking that the streets had been ground to the required depths.

ORGANIZATIONAL CHART

Contract Document Nos. ST 04-07

Lombard Hills - East (Phase 5) Resident Engineering



WORK EFFORT

CBBEL has developed a schedule to illustrate how we anticipate the project will be constructed. We anticipate the removal and underground work starting on Stewart. Once the underground work is completed on Stewart, underground work would begin on Lombard, with subgrade, curb and paving operations occurring concurrently on Stewart. During the periods of concurrent operations we have scheduled two full time engineers for the project. Once the underground on Lombard is completed, underground work will begin on Berkshire with concurrent paving operations on Lombard. Underground and paving will finish on Berkshire. Lighting and landscaping will be completed throughout the project. Surface will be placed throughout the project as the last major item of work. All work is to be completed in 210 calendar days.



LOMBARD HILLS - EAST (PHASE 5)

ID	Task Name	Duration	Start	Finish	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	ENGINEERING SCHEDULE	181 days	Mon 3/29/04	Mon 12/6/04										
2	TASK 1: REVIEW	2 days	Mon 3/29/04	Tue 3/30/04										
3	TASK 2: PRECONST SERVICES	2 days	Mon 3/29/04	Tue 3/30/04										
4	TASK 3: CONSTRUCT OBSERVATION	165 days	Wed 3/31/04	Tue 11/16/04										
5	TASK 4: CONTRACT CLOSE OUT	15 days	Tue 11/16/04	Mon 12/6/04										

Project: LOMBARD final
Date: Fri 2/27/04

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone Deadline

STAFF UTILIZATION

	March	April	May	June	July
STAFFING	30	6	13	20	27
Project Manager	2	2	2	2	2
Resident Engineer	10	50	50	50	50
Inspector					
Electrical Engineer	20	40	40	40	40
Surveyors (2)					
Weekly Totals	32	92	92	52	52

	August	September	October	November	Personnel Totals
STAFFING	3	10	17	24	31
Project Manager	2	2	2	2	2
Resident Engineer	50	50	50	50	50
Inspector					
Electrical Engineer					
Surveyors (2)					
Weekly Totals	52	52	52	52	52

Lombard Hills East Phase 5 Resident Engineering									
Personnel & Hours									
	Project Manager	Resident Engineer	Resident Inspector	Electrical Engineer	Project Surveyor	Staff Surveyor	Total Hours	% of Hours	Total Cost
Rate*	\$53.75	\$38.00	\$24.75	\$45.00	\$27.25	\$19.83			
Task 1	2	10	0	0	0	0	12	0.5%	\$487.50
Task 2	0	0	0	0	100	100	200	8.4%	\$4,708.00
Task 3	56	1540	400	20	0	0	2016	85.1%	\$72,330.00
Task 4	0	0	0	20	0	0	20	0.8%	\$900.00
Task 5	0	120	0	0	0	0	120	5.1%	\$4,560.00
Subtotal	58	1670	400	40	100	100	2368		
% of Hours	2.4%	70.5%	16.9%	1.7%	4.2%	4.2%			
Total Cost	\$3,117.50	\$63,460.00	\$9,900.00	\$1,800.00	\$2,725.00	\$1,983.00			\$82,985.50
Multiplier	2.47								\$204,974.19
Direct Costs									\$0.00
Total Cost									\$204,974.19

**VILLAGE OF LOMBARD
SHORT LIST PROJECT PROPOSAL FORM**

We hereby agree to furnish to the VILLAGE, services as outlined in the accompanying proposal form in accordance with provisions, instructions, and specifications of the VILLAGE. An authorized agent of the ENGINEER must sign this form. If the ENGINEER is a corporation, the corporate seal must be affixed. The unit rate(s), proposed fee(s), amount(s), date of signature, and any other relevant information must be stated.

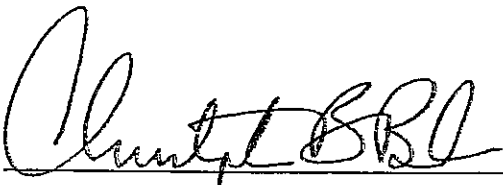
The successful ENGINEER will be required to agree to and sign the Village of Lombard contract and appendices (sexual harassment policy, tax liability, and CDL testing.) They are provided for the ENGINEER'S information in Appendices 1 and 2 of the February 22, 2002 Request for Qualifications and Request for Proposals.

This proposal shall be binding for ninety (90) days following the scheduled proposal due date.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request For Proposals for **Lombard Hills – East (Phase 5) – Resident Engineering**.

I/We hereby certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By : 

Print Name : Christopher B. Burke, PhD, PE

Position/Title..... : President

Company Name..... : Christopher B. Burke Engineering, Ltd.

Address line 1..... : 9575 W. Higgins Road, Suite 600

Address line 2..... : Rosemont, IL 60018

Telephone..... : (847) 823-0500



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. Rows include Berkshire Avenue, Stewart Avenue, Lombard Avenue, and Sunset Avenue.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of removal and replacement of the existing pavement and curb and gutter, and installation of new storm sewer, sidewalk and driveway aprons

and shall be constructed twenty-eight feet wide and be designated as Section 04-00150-00-FP

2. That there is hereby appropriated the (additional Yes No) sum of Two hundred four thousand, nine hundred seventy four dollars and 19/100 Dollars (\$204,974.19) 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, Specify Contract or Day Labor

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 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 March 18, 2004 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of (SEAL) Clerk City, Town or Village