DISTRICT # 2 & #6

VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION For Inclusion on Board Agenda

X	Resolution or Ordinance (Bl Recommendations of Boards Other Business (Pink)		
TO:	PRESIDENT AND BOARD	OF TRUSTEES	
FROM:	Scott Niehaus, Village Mana	ager	
DATE:	February 22, 2016	(COW) (B of T)	Date: March 3, 2016
TITLE:	Roosevelt Rd Water Main L Resident Engineering Service		
SUBMITTED BY:	Al Stefan, P.E., Village Eng	ineer	
BACKGROUND/PO	OLICY IMPLICATIONS:		
Provision of full time project, Phase I.	e construction observation/ins	pection services for the	Roosevelt Rd Water Main Lining
FISCAL IMPACT/	FUNDING SOURCE:		
		715.75420	
Review (as necessary	y):		
Village Attorney X_			Date
Finance Director X_			_Date
Village Manager X_	- 10, 10		Date
NOTE:	All materials must be submit Manager's Office by 12:00 r		A STATE OF THE PARTY OF THE PAR

Distribution.

AGENDA DOC



To: Scott Niehaus, Village Manager

Through: Carl Goldsmith, Director of Public Works

From: Al Stefan, P.E., Village Engineer

Date: February 22, 2016

Subject: Roosevelt Road Water main Lining, Phase I

Resident Engineering Services

Attached please find a resolution, contract and fee schedule regarding resident engineering services for the Roosevelt Road Water Main Lining project.

This selection was made from the FY 2014/2015 Resident Engineering Short List. The resident engineering short list is comprised of five (5) firms. The Short List has been extended through December 31, 2016.

Compiling all the scores from the four (4) person evaluation committee yielded Thomas Engineering Group, LLC of Oak Park, as the overall top rated firm and thus was determined to be the "most qualified" firm to serve as resident engineer for this project.

Thomas Engineering Group, LLC performed the Resident Engineering services for many past Village projects; Surgers Center and Great Western Trail Bridges in the Village.

The scope and fee were negotiated with Thomas Engineering Group, LLC and agreed to by both parties. The not-to-exceed fee for resident engineering services is \$298,977.07. The cost of the services include \$236,385.07 (7.9% of engineering cost of estimate) for the construction engineering by Thomas Engineering Group and \$62,592 (2.1% of engineering cost of estimate) for public outreach and communications by Images, Inc.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of March 3, 2016. If approved, please return three original signed copies to Public Works-Engineering for further processing.

RESOLUTION R 16

A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Thomas Engineering Group, LLC for the Roosevelt Rd Water Main Lining Phase I 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 agreement.

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

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

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

Adopted this 3rd day of March 3, 2016.

Village Clerk

Ayes;		
Absent:		
Approved this 3 rd day of Marc	ch 3, 2016.	
	Keith Giagnorio Village President	
ATTEST:	v mage i resident	
Sharon Kuderna		



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA-12-01/03, Roosevelt Road Water Main Lining, Phase I Resident Engineering Service

This agreement is made this 3rd day of March, 2016, between and shall be binding upon the VILLAGE of Lombard, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Thomas Engineering Group, LLC. hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

Resident Engineering services for Roosevelt Rd Water Main Lining, Phase I

- 1. This contract shall embrace and include all applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Request for Qualifications and Request for Proposal (December 13, 2013) consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Request for Qualifications and Proposals for Resident Engineering Short-List
 - vi) Instructions Regarding the Consultant Evaluation Form
 - vii) Instructions Regarding the Statement of Qualifications Form
 - viii) Consultant Evaluation Form
 - ix) Statement of Qualifications Form
 - b. Request for Proposal dated November 19, 2015
 - c. ENGINEER'S Proposal Dated December 11, 2015
 - d. ENGINEER'S Letter Dated February 26, 2016 and attached revised Work Effort and Fee Dated February 26, 2016
 - e. Required Certificates and Signatures and Certificate of Insurance
 - f. Amendment #1 dated February 24, 2016
- 2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.
- 3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

Page 2 of 3 Contract Document Number WA-12-01/03 Roosevelt Rd WM Lining, Phase I

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the ENGINEER have hereunto set their hands this 3rd day of March, 2016.

Legistar: 160089

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here: Thomas Engineering Group, LLC Accepted this ______ day of _______, 2016. Individual or Partnership _____ Corporation ____ By Position/Title Ву Position/Title THE VILLAGE OF LOMBARD, ILLINOIS Accepted this 3rd day of March, 2016. Keith Giagnorio, Village President Attest: Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

Legistar: 160089

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VILLAGE OF LOMBARD

AMENDMENT NO. 1 TO THE CONSTRUCTION ENGINEERING SERVICES CONTRACT DOCUMENTS NUMBER WA 12 01 & WA 12-03 FOR ROOSEVELT ROAD WATERMAIN LINING, PHASE I

DATE:

February 24, 2016

TO:

Thomas Engineering Group, LLC 238 South Kenilworth Avenue

Suite 100

Oak Park, IL 60302

Attention: Thomas E. Gill, III

President

Dear Mr. Gill:

Please be advised that the Village of Lombard needs to amend the Construction Engineering Services Contract Documents Number WA-12-01 & 02 for the Roosevelt Road Watermain Lining, Phase I as follows. Carefully read the amendment and, if you take no exceptions to these changes, please sign and date four copies of the amendment, one of which will be returned for your use.

ILLINOIS EPA PUBLIC WATER SUPPLY LOAN PROGRAM

The Project will be funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The Engineer agrees to the following:

- Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

- 3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- 4) The final audit report shall include the written comments, if any, of the audited parties.
- 5) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contact price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other legally available remedies.

The Engineer shall complete the professional services described in the Contract Agreement no later than 60 days after the project reaches final completion.

IN WITNESS WHEREOF, the Village of Lombard, Illinois and the Engineer (Thomas Engineering Group, LLC) have hereunto executed this Amendment, the Effective Date of which is March 3, 2016.

THOMAS ENGINEERING GROUP, LLC	VILLAGE OF LOMBARD
By:	Ву:
Title:	Title:
Date Signed:	Date Signed



February 26, 2016

55 west 22nd street suite 300 lombard, illinois 60148

Ms. Ying Miao Project Manager Village of Lombard 1051 S. Hammerschmidt Avenue Lombard, Illinois 60148-3926

Re:

Proposal for Contract Document Number WA 12-01

Roosevelt Road Water Main Lining, Phase I – Resident Engineering Services

Dear Ms. Miao:

Thomas Engineering Group, LLC (TEG) respectfully submits the enclosed cost proposal to the Village of Lombard to provide Resident Engineering Services for the Roosevelt Road Water Main Lining, Phase I Project.

Please refer to the attachments summarizing the total work effort to complete our scope of services in accordance with the written Proposal as submitted on December 11, 2015 and pursuant to discussions with the Village. The proposed engineering fees are \$298,977.07 inclusive of assemblage and handling of IEPA Public Water Supply Loan Funding and the strategic communications plan and community outreach approach described in the Proposal.

Please be aware that the current construction cost estimate for the West Contract is \$2.995M. Our construction inspection labor fees and direct costs are estimated at 7.9% of the estimated construction cost. The total cost estimate of consultant services is approximately 10.0% of the estimated construction cost including public outreach and communications.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at kevinv@thomas-engineering.com.

Sincerely,

thomas engineering group, llc

Kevin C. VanDeWoestyne, P.E. Municipal Department Head

Enclosures

cc/email:

Mr. Thomas Gill, P.E., Thomas Engineering Group, LLC

Mr. Ed Herlihy, P.E., Thomas Engineering Group, LLC



Client: Village of Lombard Project: Roosevelt Road Wa	Village of Lombard Roosevelt Road Water Main Lining Project (West Contract)	(West Contrac	t) (1					=	themas	SIC
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	Develop Message Points & FAQ (2 rounds)	13	_			
	Agency/Consultant Coordination Meetings	20				
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2	Project Mailing List					
3	Develop Initial Stakeholder List: Lombard assistance	40	-			
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3	Content for Project on Village Website	2.5				
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4	Media Relations and Social Media		4 4	116.50	5	488.
4	Assist Communications Coordinator on Content for social media pages	34	-			
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	Prepare meeting summaries (6)	5				
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	Powerpoint Presentations for Meetings	44				
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^{\$ 52,192.00} Total Labor \$ 10,400.00 Direct Costs

^{\$ 62,592.00}

Village of Lombard Water Main Project - Images, Inc. - Direct Costs

Printing (Fact Sheets - series of 4, 2-page fact sheets)	\$ 4,000.00
Printing (Boards)	\$ 800.00
Printing (Meeting Materials)	\$ 3,800.00
A/V Equipment Rental for Meetings	\$ 1,500.00
Mileage	\$ 300.00
Total	\$ 10 400.00

Village of Lombard - Roosevelt Road Watermain Lining

Contract Document No.:

: WA-12-01/03

Staff Hours Worksheet

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