

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

Legistar:090055
DISTRICT #4

Resolution or Ordinance (Blue) _____
Waiver of First Requested Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David Hulseberg, Village Manager *John*

DATE: February 24, 2009 (COW) (B of T) Date: March 5, 2009

TITLE: Olde Towne - East, Phase 4
Resident Engineering

SUBMITTED BY: David A. Dramol, P.E., Village Engineer *CCS for DAD*

BACKGROUND/POLICY IMPLICATIONS:

Full time construction observation services.

FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$238,260.00 W/SCapRsv (\$78,983.19) CapProjFd (\$159,276.81)
HTE Project Number: 0932
Account: 7901.809425 & 7110.809425
PW Project Number: ST-09-04

Review (as necessary):

Village Attorney X *Revonora Stearns*
Finance Director X *David A. Dramol*
Village Manager X *David A. Dramol*
Date 2/24/09
Date 2/24/09

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.



To: David Hulseberg, Village Manager
 Through: Carl Goldsmith, Director of Public Works
 From: David A. Dratmol, P.E., Village Engineer
 Date: February 24, 2008
 Subject: Olde Towne – East, Phase 4
 Resident Engineering

Attached please find a contract, resolution and fee schedule for resident engineering services for Olde Towne – East, Phase 4.

This selection was made from the current Resident Engineering Short List. The short list is comprised of seven firms. The proposal was sent to six (6) firms. The design firm, Civiltch Engineering of Itasca was not eligible under Public Works Policy. All six (6) firms responded to the request for proposal. Upon review, it was determined that Baxter & Woodman of Crystal Lake, is the most qualified firm to serve as resident engineer for this project.

Baxter & Woodman performed the Resident Engineering services for Olde Towne – East, Phase 3. The same resident engineer (Rich Himebaugh) is proposed for Phase 4. The scope and fee were negotiated with Baxter & Woodman and agreed to by both parties. The not-to-exceed fee for resident engineering services is \$238,260.00

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of March 5, 2009. If approved, please return one original signed copy to Public Works-Engineering for further processing.

DAD/rjs

c: File: ST-09-04

H:PW/PW-ENG/PROJECTS/FY2009/ST09-04/Olde Towne – East 4 /RE Phase 4

R E S O L U T I O N
R 09

**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 Baxter & Woodman, Inc. regarding the Olde Towne – East, Phase 4 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 5th day of March, 2009.

Ayes;

Nays;

Absent;

Approved this 5th day of March, 2009.

William J. Mueller
Village President

ATTEST:

Brightie O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER ST-09-04



This agreement is made this 5th day of March 2009, between and shall be binding upon the VILLAGE of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Baxter & Woodman, Inc. 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 Olde Towne – East, Phase 4

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:

a. Request for Qualifications and Request for Proposal (January 11, 2008) consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) General Provisions
- iv) Special Provisions
- v) Request for Qualifications 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 January 9, 2009
- c. ENGINEER'S Proposal Dated February 16, 2009
- d. ENGINEER'S Letter Dated February 24, 2009
- e. Required Certificates and Signatures and Certificate of Insurance

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.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the ENGINEER have hereunto set their hands this 5th day of March 2009.
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:

Baxter & Woodman, Inc.

Accepted this _____ day of _____, 2009.

Individual or Partnership _____ Corporation _____

By _____
Position/Title

By _____
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of March, 2009.

William J. Mueller, Village President

Attest:

Brigitte O'Brien, Village Clerk

**VILLAGE OF LOMBARD
ENGINEER'S CERTIFICATION**

_____, having been first duly sworn depose and states as follows: (Officer or Owner of Company)

_____, having submitted a proposal for: (Name of Company)

Olde Towne – East, Phase 4 to the Village of Lombard, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Officer or Owner of Company named above

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public

VILLAGE OF LOMBARD, ILLINOIS
 OLDE TOWNE EAST PHASE 4-RESIDENT ENGINEERING

CONSTRUCTION ENGINEERING

EXHIBIT B

Local Agency: VILLAGE OF LOMBARD, ILLINOIS
 (Municipality/Township/County)

*Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) Multiplier 157%
 Calendar Days 130 Multiplier 2.88

* start work 3/9/2009 to close out 10/1/2009
 * 6 Saturdays
 108 Days M-F RH 23 weeks 165days final comp
 50 Days M-F RW-10weeks

Cost Estimate of Consultant's Services in Dollars

Tasks	Employee Classification	Man-Hours	Payroll Rate	% of Hours task	Total Cost	In-House Direct Costs (IHDC)	Total cost by task	% Cost per task	Total Cost w/Mult
ADMINISTRATION & MEETINGS	John Ambrose	10	\$65.08	0.45%	\$650.80				\$1,874.30
	Mark Daehsteiner	150	\$50.50	6.82%	\$7,575.00	\$229.00	24,388.03	10.24%	\$22,045.00
	Liz Tobler	10	\$16.31	0.45%	\$163.10				\$469.73
OBSERVATION/DOCUMENTATION	Rich Himelbaugh	1002	\$39.00	45.55%	\$39,078.00	\$1,893.00			\$114,437.64
OVERTIME	Rich Himelbaugh	180	\$39.00	8.18%	\$7,020.00				\$20,217.60
	Ryan Wallace	320	\$30.59	14.55%	\$9,788.80	\$758.00	163,804.98	68.67%	\$28,949.74
CONSTRUCTION STAKEOUT	Chris Ehner	100	\$24.75	4.55%	\$2,475.00	\$453.00			\$7,681.00
	SURVEYOR	100	\$27.00	4.55%	\$2,700.00		15,357.00	6.45%	\$7,776.00
SHOP DRAWING REVIEW	Oskar Augustesen	25	\$39.93	1.14%	\$998.25		2,874.96	1.21%	\$2,874.96
PROD CLOSEOUT & REC DRAW	Rich Himelbaugh	80	\$39.00	3.64%	\$3,120.00				\$8,985.60
	Mark Daehsteiner	20	\$50.50	0.91%	\$1,010.00				\$2,908.80
	Tim Bette	20	\$31.88	0.91%	\$637.60				\$1,836.29
	Andy Zalefel	35	\$46.48	1.59%	\$1,626.80				\$4,595.18
	Matt P	40	\$28.00	1.82%	\$1,120.00				\$3,225.60
	Lean M.	65	\$21.42	2.50%	\$1,392.30				\$3,992.93
GPS Module									
Environmental Assistance *	Hank Martin	53	\$36.18	2.40%	\$1,909.58	\$1,500.00	\$1,500.00	2.31%	\$1,500.00
TOTALS		2,200		100.00%	\$1,051	\$	\$	100.00%	\$

In-House Direct Costs:
 VEHICLE EXPENSES - TRAVEL, 6,600 MI @ \$0.505/MILE = \$3,333
 GPS Module Rental 500.00/month 3-months \$500/Month \$1,500

Project Multiplier

Overhead (see exhibit A)	=	1.57
Direct Labor	=	1.00
Profile @ 12%	=	0.308
Multiplier	=	2.878

Our approved IDOT overhead rate is 1.57. We propose to use a multiplier of 2.88 for this project

Personnel & Hours	% of Hours
Environmental Engr	2.40%
Principal	0.45%
Project Manager	7.73%
Secretary	0.45%
RE	57.37%
ASST. RE	14.55%
Surveyor	9.09%
CAD	0.91%
GPS/GIS	5.91%
SR Engr	1.14%
Total	100.00%