

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

DISTRICT #2.6  
Legistar: 080223

Resolution or Ordinance (Blue) \_\_\_\_\_ X  
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:** April 8, 2008 (COW) (B of T) **Date:** April 17, 2008

**TITLE:** Main Street STP Project - Resident Engineering

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

**BACKGROUND/POLICY IMPLICATIONS:**

Please see memo.

**FISCAL IMPACT/FUNDING SOURCE:**

Total Contract Amount: \$326,494.96  
HTE Project Number: ~~0200~~ 0617 ✓  
Account: 7370.809425 ✓  
PW Project Number: ST-04-06

Review (as necessary):

Village Attorney X	Date
Finance Director X <i>William T. Lichter</i>	Date 4/10/08
Village Manager X <i>William T. Lichter</i>	Date 4/10/08

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: William T. Lichter, Village Manager  
 Through: Dave Gorman, P.E., Acting Director of Public Works *DG*  
 From: David A. Dratmol, P.E., Village Engineer *DD*  
 Date: April 8, 2008  
 Subject: Main Street STP Project - Resident Engineering

Attached please find the MFT contract and resolution for resident engineering services for Main Street STP. The request for proposal included both the Main Street STP Project and the Main Street Access Improvements since the projects are in the same area and need to be closely coordinated.

This selection was made from the new 2008/2009 Resident Engineering Short List. The short list is comprised of seven firms. The proposal was sent to six firms. The design firm, Civiltch Engineering, Inc. of Itasca was not eligible under Public Works Policy. Five firms responded to the request for proposal. Upon review, it was determined that V3 Companies of Illinois in Woodridge is the most qualified firm to serve as resident engineer for this project.

In V3's proposal, they submitted a plan to coordinate the work in the corridor. There will be three projects going simultaneously and they have similar completion requirements and work items. Staff proposed to have the resident engineering for the two projects above to be overseen by the same firm. In addition, V3 will coordinate with the Main Street Lighting Project - Phase I, where this project work is in the same construction area as the other two projects. This work will involve scheduling and constant communication with the contractors and the other consultant. V3 will use innovative scheduling software and specially trained staff.

The scope and fee were negotiated with V3 and agreed to by both parties. The not-to-exceed fee for resident engineering services is \$326,494.96 for the Main Street STP Project, including the corridor coordination and will be from the MFT Funds. Resident Engineering for the Main Street Access Improvement Project is a separate item.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of April 17, 2008. If approved, please return one original signed copy returned to Public Works-Engineering for further processing.

DAD/pk

c: File: ST-04-06

H:PW/PW-ENG/PROJECTS/FY2004/ST-04-06/construction/RE/BOT Memo



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 V3 Companies of Illinois regarding the Main Street STP 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 17th day of April, 2008.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 17th day of April, 2008.

William J. Mueller  
Village President

ATTEST:

Brigitte O'Brien  
Village Clerk

APPROVAL AS TO FORM:

Thomas R. Bayer  
Village Attorney



Note: Four copies to be submitted to the Regional Engineer

- 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.
1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

The Engineer Agrees,

Agreement Provisions

Description


Work shall include coordinating a road widening project, with signalized intersections and other roadway improvements.

Terminal: Roosevelt Road to Central Avenue

Name: Main Street Route: FAU261 Length: 0.449 KM (.279 Miles)(Structure No. )

Section Description

THIS AGREEMENT is made and entered into this 17 day of April, 2008, 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.

Municipality	Village of Lombard	L A C O L L A G E C Y	Illinois Department of Transportation 	Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	I L L I N O I S T A T E	Name	V3 Companies of Illinois
Township	York					Address	7325 Janes Avenue
County						City	Woodridge
DuPage						State	IL

- 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



The hourly rates itemized above shall be effective the date the parties, herunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2008. In event the services of the ENGINEER extend beyond 4/17/2009, 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.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i 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 submit all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i and 1k of THE ENGINEER AGREES. If the ENGINEER submits 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.

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

a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b.  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	Under \$50,000
Percentage Fees	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

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

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, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b.  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:

Grade Classification	Hourly Rate
Principal Engineer	47.75
Resident Engineer	37.25
Chief of Party	50.00
Instrument Man	45.00
Rodmen	45.00
Inspectors	16.00
Corridor Manager	60.00
Field Engineer	26.50
Contract Administrator	34.80
Scheduler	35.50
Tech Support/ Shop	45.00
Drawing Reviewer	45.00

- 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. 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.
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.
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.

Approved  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

Title:

By \_\_\_\_\_

ATTEST:

Executed by the ENGINEER:

Title:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Seal)

Clerk

By \_\_\_\_\_

Title:

By \_\_\_\_\_

ATTEST:

Executed by the LA:

Village of Lombard  
 \_\_\_\_\_  
 (Municipality/Township/County)  
 State of Illinois, acting by and through its  
 \_\_\_\_\_  
 of the

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.

Pre-Construction Phase	Corridor Manager	Project Quality Manager	Resident Engineer	Field Engineer	Field Inspector / Intern	Contract Administrator	Scheduler / Resident	Design Tech / Record Drawings	Shop Drawg- Reviewer / Tech. Support	Survey PM	Survey/Layout	Total Hours	% of Hours	Total Cost
Meetings w/ Stakeholders	4	2	20	40								66	1.8%	\$2,140.50
Weekly Meetings w/ All Res	5	2	5	5								17	0.5%	\$714.25
Newsletters	1	1	1	2								12	0.3%	\$458.75
Schedule Reviews	1	1	24	8								36	1.0%	\$1,264.75
Website Construction	1	1										0	0.0%	\$0.00
Master Schedule Completion	12											20	0.5%	\$731.00
Initial Survey & X-section	1			30								55	1.5%	\$1,987.25
Constructability Reviews	12			12								16	0.4%	\$467.00
Removal Layout	12			18								34	0.9%	\$1,139.00
Submittal Review	2			1								9	0.2%	\$371.00
<b>Construction Phase</b>														
Meetings w/ Stakeholders	6	1	60	88								155	4.2%	\$4,974.75
Meetings w/ All Res	64	4	64	48								180	4.9%	\$7,687.00
Newsletters	5	2	25	20								110	3.0%	\$7,721.25
Lane Closure Processing	6	2	32	40								80	2.2%	\$2,707.50
Website Maintenance/Updates	4											0	0.0%	\$0.00
Master Schedule Updates	4			148								23	0.6%	\$892.50
Public Relations/Communication	4	4										336	9.1%	\$11,058.00
Coordination/Meetings	5	3	30	24								67	1.8%	\$2,406.15
Documentation	6		130	50								296	8.1%	\$9,571.50
Excavation for Widening	9		72	22								38	1.1%	\$9,688.00
Pavement Milling	18		18	24								39	1.1%	\$1,087.25
Pavement Patching	35		35	44								54	1.5%	\$1,435.50
Water	48		48	44								108	2.9%	\$2,935.00
Pavement Widening	70		70	100								198	4.3%	\$4,286.00
Electrical / Traffic Signals	24		24	24								267	7.3%	\$6,838.50
Record Drawing Data Collection	25		25	16								54	1.5%	\$1,026.00
Designing Structures Adjacent/Reson.	24		24	32								48	1.3%	\$1,496.25
Curb & Gutter	32		32	32								88	2.4%	\$2,254.00
Sidewalks	32		32	32								72	2.0%	\$1,598.00
Blumhouse Paving	16		16	18								96	2.6%	\$2,582.00
Pavement Marking	3		32	32								52	1.4%	\$1,361.00
Record Drawings Data	9		48	9								27	0.7%	\$717.75
Miscellaneous Construction	32		32	40								160	4.4%	\$4,998.00
												105	2.9%	\$2,809.00
<b>Post-Construction Phase</b>														
Corridor Coordination														
Classroom Mts. w/ Stakeholders	4	1	8	4								17	0.5%	\$697.75
Coordination	6		6	1								7	0.2%	\$250.00
Documentation	140		140	72								216	5.9%	\$7,262.20
Finalist and Closeout	80		80	40								120	3.3%	\$4,040.00
Record Drawings	32		32	24								120	3.3%	\$3,428.00
Subtotal	113	21	384	1402	1332	67	17	30	0%	12	32	88	100%	\$14,696.35
% of Hours	3%	1%	34%	36%	14%	2%	0%	2%	0%	1%	2%	367%		\$114,696.35
Total Cost	\$5,780.00	\$1,002.75	\$52,224.50	\$35,289.00	\$8,176.00	\$2,331.60	\$603.50	\$2,000.00	\$54.00	\$1,440.00	\$4,300.00	\$11,080.00		\$315,414.96
Multiplier	2.75													\$11,080.00
<b>Total Cost</b>														<b>\$326,494.96</b>

Overhead = 1.44  
 Direct Labor = 1.00  
 Profit = 0.31  
 Multiplier = 2.75

Direct Costs:  
 Vehicle Expenses: 285 days x \$45/day = \$ 9,900.00  
 Field Radios/Cell Phones: 12 mos x \$75/mo = \$ 900.00  
 Misc. Exp. (Fodder, Reproductions, etc.): \$40/mo. X 7 mo. = \$ 280.00  
 \$ 11,080.00