



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS
Motor Fuel Tax – Engineering Agreement
Village of Lombard
Section No.: 09-00153-00-RS
DuPage County

January 20, 2011

Ms. Brigitte O'Brien
Village Clerk
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Dear Ms. O'Brien:

The Amendment to the Engineering Services Agreement dated December 2, 2010, between the Village and V3 Companies, Consulting Engineers, in connection with the Motor Fuel Tax (MFT) Construction Improvement designated as the above-referenced section was approved as of January 12, 2011.

Enclosed is one copy for your records. If you have any questions or need additional information, please contact Marilyn Solomon, Field Engineer, at (847) 705-4407 or via email at Marilyn.Solomon@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer


A handwritten signature in black ink, appearing to read 'C. Holt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Dave Dratnol, Village Engineer w/encl.
V3 Companies w/encl.



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 V3 Companies
Township York				Address 7325 Janes Avenue
County DuPage				City Woodridge
Section 09-00153-00-RS				State Illinois

THIS AGREEMENT is made and entered into this 2nd day of December, 2010 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

Name St. Charles Road Route fau1397 Length 2.30 KM(1.38 Miles)(Structure No. _____)
Termini Illinois Route 53 (FAP 0870) to Grace Street (FAU 2619)

Description

Amendment #1 to the original contract for Resident Engineering Services for St. Charles LAPP to complete work of FAU Rte. 1397 from Illinois Route 53 to Grace Street in the Village of Lombard. The purpose of the amendment is to cover additional fees for increased staff and project time due to low productivity of the contractor resulting in extensive overtime work, added coordination efforts from an unanticipated material claim by the contractor regarding the video detection system, and the suspension of the contract until the Spring. This amendment will increase the contract amount by \$35,026.95.

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 herein before 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 Regional 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 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	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 their 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 payroll, 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 April 2, 2010, the ENGINEER's proposal dated April 16, 2010, the ENGINEER's letter of April 26, 2010, and the ENGINEER'S letter of November 23, 2010 remain in full force and effect. Total compensation amount is a not to exceed amount of \$239,450.79.

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/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Brigitte O'Brien
Brigitte O'Brien Clerk
(Seal)

William J. Mueller
By William J. Mueller
Title: Village President

Executed by the ENGINEER:


ATTEST:

By Tom R. Valantis
Title: VICE PRESIDENT

V3 Companies of Illinois
Tom R. Valantis
Title: Vice President

Approved
01/12/11
Date
Department of Transportation
Diane M. O'Keefe MS
Regional Engineer





November 23, 2010

Mr. David Dratnol, P.E.
Village Engineer
Village of Lombard
255 East Wilson Ave.
Lombard, IL 60148

**RE: St. Charles Road
Supplement for Engineering Services**

Dear Mr. Dratnol

V3 Companies of Illinois respectfully requests a supplement to our Engineering Services Agreement for resident engineering on the St. Charles Road construction project. The attached exhibits outline the additional hours and costs required to complete the work.

Several issues occurred during construction which were not anticipated when the original fee was negotiated with the Village. These included additional time required due to extremely low productivity by the subcontractors during the concrete and structure adjustment portions of the project, an unusually high level of effort required to manage the traffic control plan, additional time required for resolution of the vehicle detection system issue, additional time required after the contractor exhausted the contract working days and work being delayed to the spring of 2011.

The low productivity of the concrete and drainage subcontractors and high level of oversight required for their maintenance of traffic control resulted in higher levels of inspection during the first half of the project. V3 staff was working longer hours per day due to this issue. This overtime was not accounted for in the original fee.

There was a marked increase in administrative time required to administer the claim by the contractor concerning the vehicle detection system on the project. This included coordination between the contractor, their electrical subcontractor, the designer and the IDOT. This claim was not anticipated in the original agreement.

Because of the subcontractor's low productivity during the first half of the project, the contract working days were exhausted before even the mainline paving and pavement markings could be completed. The contractor attempted to avoid incurring liquidated damages by mobilizing two paving crews and two pavement marking crews on a Saturday and completed most of the paving and striping during that 14 hour day. A portion of the paving work was delayed due to emergency work by AT&T at the intersection of St. Charles Road and Main Street. The paving of that intersection was delayed approximately two weeks while AT&T was making the repairs. Punchlist work



was continuing during the AT&T delay even though working days could not be charged. Also, there is contract work (stamped crosswalks and pavement markings) which has now been delayed to the spring of 2011. V3's original fee anticipated that all contract work would be completed within the 55 working days allowed in the construction contract. The working days were exhausted on October 15th, 2010. All of the field work done by the contractor after the working days were exhausted, including punchlist work, was beyond the work anticipated in the original agreement.

Due to these changes we anticipate that the total hours worked on this project will increase by about 10% from 1813 hours to 1993 hours. V3 requests an increase in the Engineering Services Agreement in the amount of \$35,026.95. This change will increase the agreement upper limit of compensation from \$204,423.84 to \$239,450.79.

Please contact me directly at (630) 729-6286 with any questions.

Sincerely,
V3 Companies of Illinois

A handwritten signature in black ink, appearing to read 'Tom R. Valaitis', with a long horizontal line extending to the right.

Tom R. Valaitis, P.E.
Vice President – Director of Construction Engineering

Attachments

cc: Frank Kalisik
George Malek

ENDING DATE: October 23, 2010

St. Charles LAPP - Personnel and Hours

	PM / Director		Resident		Resident/Insp		Inspector		DR	Anticipated Estimated Total Hours	Original Estimated Total Hours	% of HOURS	% of HOURS	TOTAL COST
	Actual / Anticipated	Proposed	Actual / Anticipated	Proposed	Actual / Anticipated	Proposed	Actual / Anticipated	Proposed						
Rate	\$70.00	\$70.00	\$46.60	\$29.50	\$29.50	\$29.50	\$29.00	\$29.51						
Pre-Construction Services	6.5	6.5	35.5	80	76.5	76.5	0	0	0	118.5	165	9.02%	5.95%	\$6,438.00
Layout	0	0	57.0	20	62.5	62.5	0	0	0	121.5	80	4.37%	6.10%	\$2,702.00
Public Relations	0	0	85.5	240	45.5	48.5	70	0	0	142.0	310	16.95%	7.12%	\$13,249.00
Inspection	0	0	260.0	120	327.0	420	40.0	0	0	760.0	540	29.52%	38.14%	\$17,962.00
Documentation/Administration	32.5	45.0	182.5	270	287.0	297.0	100	0	0	581.0	420	22.96%	29.15%	\$19,032.00
Record Drawings	0	0	12.0	8	0.0	0.0	20	0	0	48.0	64	3.50%	2.41%	\$1,362.80
Post-Construction/Closeout	10.0	10	192.0	120	0.0	0.0	120	0	0	202.0	250	10.14%	10.14%	\$9,832.00
	0	0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	\$0.00
	0	0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	\$0.00
	0	0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	\$0.00
Subtotal:	39.0	61.5	620.5	1044.0	798.5	811.5	870.0	40.0	36.0	1993.0	1829.0	100.00%	100.00%	\$70,597.80
% of Hours			40.91%		47.57%		0.00%	1.97%						
TOTAL COST	\$ 4,305.00	\$ 4,550.00	\$ 51,176.88	\$ 39,902.60	\$ 23,939.25	\$ 25,665.00	\$ 1,270.00	\$	\$ 882.36					\$ 197,673.84
MULTIPLIER 2.80														\$ 6,750.00
DIRECT COSTS														\$ 204,423.84
TOTAL COST														\$ 239,450.79

Anticipated Estimated Total Cost

\$4,418.50
\$4,735.93
\$5,014.12
\$31,161.76
\$23,627.28
\$1,470.60
\$10,111.84

\$ 81,540.03
\$ 228,312.08
\$ 11,138.71
\$ 239,450.79

PM/Director = Project Manager/Director= Tom Vaitilis, P.E.
 RE = Resident Engineer = George Malek
 RI = Resident Inspector = Ed Bemesh, E.I.
 INSP = Inspector = To be determined
 DR = CADD Draftsman = To be determined

Overhead Rate 1.63
 Direct Labor 1.00
 Profits @ 0.145% 0.36
 Calculated Multiplier 3.011

Project Multiplier

Our approved IDOT overhead rate is 1.63. We propose to use a multiplier of 2.80 for this project.

Summary Monitor Report St Charles Road Construction Management

St. Charles Road LAPP - Lombard

Hours To Date	Classification	Average Hourly Rate	11/27/10	12/25/10	1/22/11	2/19/11	3/19/11	4/16/11	5/14/11	6/11/11	Hours	Total Hours	Direct Labor
89.0	Division Director	\$70.00	6.0	4.0	4.0	4.0	2.0	2.0	2.0	2.0	28.0	28.0	\$1,960.00
89.0	Resident Engineer	\$49.02	12.0	7.0	8.0	5.0	4.0	4.0	4.0	4.0	41.0	41.0	\$2,015.84
802.5	ARE Inspector	\$28.50	13.0								13.0	13.0	\$370.50
11.5	Resident Engineer	\$52.70									0.0	0.0	\$0.00
8.0	Inspector	\$30.00									0.0	0.0	\$0.00
14.0	Inspector	\$38.20									0.0	0.0	\$0.00
12.0	Inspector	\$28.20									0.0	0.0	\$0.00
6.0	Inspector	\$38.50									0.0	0.0	\$0.00
1.0	Designer	\$51.80									0.0	0.0	\$0.00
	Designer	\$24.51									35.0	35.0	\$852.35
	TBD												
1993.0	Total Hours:		144.0	74.0	65.0	56.0	44.0	34.0	18.0	12.0	450.0	450.0	\$33,471.12
	Total CM Direct Labor		\$5,631.00	\$3,711.40	\$3,417.23	\$3,907.48	\$2,240.80	\$1,705.84	\$824.32	\$520.20	\$17,666.56		\$65,719.14
	CM DL w/ 2.8 DLM		\$19,406.80	\$10,391.92	\$8,568.33	\$10,940.34	\$6,274.24	\$4,784.19	\$2,886.10	\$1,766.56			

Total Projected Labor to Complete = \$65,719.14
Total Projected Direct to Complete = \$3,141.00

Total Projected Amount to Complete = \$68,860.14
Total Amount Invoiced to Date = \$170,590.85
Total Projected for Entire Project = \$239,450.79
Original Contract Amount = \$204,423.84
Estimated Amount Over/Under Contract Value = \$35,026.95

Classification	Rate	11/27/10	12/25/10	1/22/11	2/19/11	3/19/11	4/16/11	5/14/11	6/11/11	Hours	Total Hours	Total Costs
Vehicles @ \$45/day	\$45.00	13.0	8.0	7.0	6.0	4.0	4.0	4.0	4.0	47.0	47.0	\$2,115.00
Communications (Routes)	\$55.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	6.0	6.0	\$330.00
Field Office	\$200.00	1.0	1.0	1.0						3.0	3.0	\$600.00
Field Boxes/Indus	\$8.00									6.0	6.0	\$48.00
Exhibitional Photography	\$218.09											\$0.00
Photocopies	\$32.00											\$0.00
Total Costs:												3,141.00

Invoice #	Thru	Invoice Date	Dollars Expended	Amount Invoiced	Invoiced to Date
610168	6-Jun-10	8-Jul-10	\$8,627.50	\$8,219.22	
710284	31-Jul-10	11-Aug-10	\$18,411.38	\$15,627.81	\$23,847.63
810310	28-Aug-10	10-Sep-10	\$38,238.23	\$37,373.83	\$61,220.85
910276	25-Sep-10	8-Oct-10	\$41,754.85	\$39,787.02	\$100,987.89
	30-Oct-10	12-Nov-10	\$64,558.79	\$61,457.48	\$162,455.35
	27-Nov-10				
	25-Dec-10				
	28-Jan-11				
	26-Feb-11				
	28-Mar-11				
	30-Apr-11				
			\$170,890.65	\$162,455.35	
			V2 Contract	\$	183.0
			Direct Salaries	\$	1993.0
			Direct Costs	\$	6,750.00
				\$	204,423.84

Total Original Hours 183.0
Total Proposed Hours 1993.0
% Increase Hours 10%
% Increase Cost 17%