

DISTRICT 4 & 5

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: Tim Sexton, Acting Village Manager

DATE: September 10, 2013 (COW) (B of T) **Date:** September 19, 2013

TITLE: Great Western Trail Bridges
 Resident Engineering (RE) Contract Amendment 1

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

BACKGROUND/POLICY IMPLICATIONS:

Amend RE Contract to reflect extended construction schedule and slow construction progress.

FISCAL IMPACT/FUNDING SOURCE:

Amendment Amount: \$147,111.80
 Total Amended Contract Amount: \$1,058,833.81
 Project Number: FM 06 03
 P.O. #: 2013-00000452

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	_____	Date	_____

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: Tim Sexton, Acting Village Manager
Through: Carl Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: September 10, 2013
Subject: Great Western Trail Bridges
Contract Amendment 1 for Resident Engineering

Attached please find a request for amendment 1 to the contract for resident engineering services for the Great Western Trail Bridges project in the amount of an increase to the contract of \$147,111.80.

Due to the extensive construction inspection required by unanticipated extended hours worked by the contractor to complete the project, the Resident Engineer, Thomas Engineering Group, LLC (TEG), is requesting an additional 1,384 hours for construction inspection and the paperwork associated with the additional time. The project has taken an additional seven months to complete. The time used for inspection is needed for project close out, record drawings, and some additional inspection of items yet to be completed.

The original contract amount for Resident Engineering was \$911,722.01. The proposed contract amount with Amendment 1 will be \$1,058,833.81. \$553,777.00 of the resident engineering is reimbursed to the Village by the Grade Crossing Protection Fund.

Please present Contract Amendment 1 to the President and Board of Trustees at their regular meeting of September 19, 2013. If approved, please return two signed originals to Public Works-Engineering for further processing.

DAD/pk

RESOLUTION
R_____13

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE/DECREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/ SHORTENING THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY (30) DAYS OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment to the contract between the Village of Lombard and Thomas Engineering Group, LLC. regarding the Great Western Trail Bridges project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$147,111.80;

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 after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.

Adopted this 19th day of September, 2013, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 19th day of September, 2013.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

September 6, 2013

Mr. Paul Kuehnlenz, P.E.
Project Manager
Village of Lombard
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148-3926

Re: **Contract 63568 – Great Western Trail – Village of Lombard**
Contract Amendment for Construction Engineering Services

Dear Mr. Kuehnlenz,

Thomas Engineering Group, LLC (TEG), hereby requests a contract amendment to our Construction Engineering Services Agreement for resident engineering work associated with IDOT Contract 63568, the Great Western Trail. Please refer to the attached spreadsheet summarizing the total additional cost needed to complete our services through project closeout.

As you are aware, additional inspection and documentation/administration hours were required by TEG for the Contractor's poor productivity and time management throughout the duration of the project. The inefficient use of time by the Contractor extended the project duration for additional months, including one full month past the revised completion date of June 19th. TEG has noted the following differences in the original proposed scope of work and the actual work performed:

- TEG's original scope was for approximately 16 months of work from September 2011 through December 2012. Actual work performed - which does not include work still requiring completion - has been done in 23 months (October 2011 through August 2013).
- TEG originally budgeted \$430,818.03 for inspection. A total of \$550,487.64 has been used to date. Additional inspection hours will be required for landscaping installation and additional fencing installation.
- TEG originally budgeted \$223,061.71 for documentation/administration. A total of \$263,129.78 has been used to date. Additional documentation/administration hours will be required to complete paperwork for landscaping installation and additional fencing installation.

Due to the unanticipated increase in project duration, TEG's budgeted costs for project closeout and record drawing assembly have been expended. As part of the contract amendment TEG requests additional costs for completing this work and for remaining inspection needed on outstanding work. The amount requested is \$147,111.80.

Please feel free to contact me at your convenience to discuss this further.

Respectfully submitted,
thomas engineering group, llc.



Thomas E. Gill, III, P.E.
President

Attachment: **BDE 05512 – Preliminary/Construction Engineering Services for MFT Funds**
BDE 028 – Cost Estimate of Consultant Services

Municipality Village of Lombard	LOCAL A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds (Contract Amendment)	CONSULTANT	Name Thomas Engineering Group, LLC
Township York				Address 238 S. Kenilworth Ave., Suite 100
County DuPage				City Oak Park
Section 06-00151-00-BR				State Illinois, 60302

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Great Western Trail Route OFF Length 0.700 miles Structure No. ***

Termini Approx. 400 FT West of Grace Street and Approx. 800 FT East of St. Charles Road

Description

The project consists of the construction of three pedestrians bridges (Grace Street, Union Pacific Railroad, and St. Charles Road) along with the associated retaining walls, embankment, and HMA bikepath.

*** Structures 022-3120, 022-3121, 022-3122, 022-3123

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 construction supervisor, 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.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

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 PROJECT 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	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

- c. ☒ Direct Labor Multiple Fee
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 PROJECT 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 Construction Supervisor~~

Chief of Party

Instrument Man

Redmen

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 12/31/2014. In event the services of the ENGINEER extend beyond 12/31/2014, 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:
- 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.
 - 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.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - 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 160.5 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 160.5 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.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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.

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 _____

By _____

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

Thomas Engineering Group, LLC

ATTEST:

By K. Keith Sargent

Thomas E. Gill

Title: K. Keith Sargent, P.E., Associate

Title: Thomas E. Gill, P.E., President

Approved

Date

Department of Transportation

Regional Engineer



Payroll Rates

FIRM NAME	<u>Thomas Engineering Group</u>	DATE	<u>09/06/13</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.			

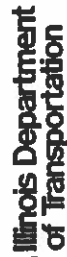
ESCALATION FACTOR 0.00%

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Firm	Thomas Engineering Group
Route	Great Western Trail
Section	06-00751-00-BR
County	DuPage
Job No.	C-91-289-10
PTB & Item	N/A

[illegible]



Route	Great Western Trail
Section	06-00151-00-BR
County	DuPage
Job No.	C-91-289-10
PTB/Item	

Thomas Engineering Group

Consultant

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