

DISTRICT 1

**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: David A. Hulseberg, Village Manager

DATE: August 28, 2012 (COW) (B of T) **Date:** September 6, 2012

TITLE: Hill Avenue Bridge
Design Engineering Contract Amendment #1

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

BACKGROUND/POLICY IMPLICATIONS:

Amend Design Contract to reflect changes in scope due to additional geotechnical work needed to determine the type of foundation needed for the east abutment of the bridge. The design engineering is funded 80% Federal Funds (Highway Bridge Program) and 20% Local funds (10% Lombard and 10% Glen Ellyn).

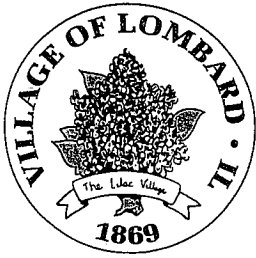
FISCAL IMPACT/FUNDING SOURCE:

Amendment Amount: \$20,024.84
Total Amended Contract Amount: \$230,153.76 (HBP \$184,123.00, Lombard \$23,015.38, Glen Ellyn \$23,015.38)
HTE Project Number: 1108 HTE Acct: 7110.809425
Public Works Project Number: M-11-06
P.O. #: 066621

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: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: August 28, 2012
Subject: Hill Avenue Bridge
Contract Amendment #1 for Design Engineering

Attached please find the first amendment to the contract with Bollinger, Lach & Associates, Inc. (BLA) for design engineering services for the Hill Avenue Bridge in the amount of an increase to the contract of \$20,024.84.

The amendment consists of items related to the foundation design such as deep soil borings to obtain rock cores, laboratory testing, geotechnical engineering analysis, and plan and report revisions.

The additional work required is necessary to determine soil and rock properties to determine deep foundation alternatives which can be installed without causing unsafe vibrations or settlement of the 36 inch gas transmission main adjacent to the east abutment of the proposed bridge.

The current contract for design engineering services is \$210,128.92. The proposed contract amount will be \$230,153.76. 80% of the design engineering is funded by Federal Highway Administration Highway Bridge Program (HBP) funding and 10% from the Village of Glen Ellyn.

Please present this Contract Amendment to the President and Board of Trustees at their regular meeting of September 6, 2012. If approved, please return two signed originals of the Amendment Document and six signed originals of the IDOT BLR 05311 form to Public Works-Engineering for further processing.

DAD/pk

RESOLUTION
R _____ 12

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 Bollinger, Lach & Associates, Inc. regarding the Hill Avenue Bridge 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 \$20,024.84;

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 6th day of September, 2012, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 6th day of September, 2012.

Village President

ATTEST:

Brigitte O'Brien
Village Clerk



August 28, 2012

Mr. David A. Dratnol, P.E.
Village Engineer
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Attn: Paul Kuehnlenz, P.E.

RE: FAU 1431 / Hill Avenue over E. Branch DuPage River - Phase I - Supplemental No. 1
Village of Lombard
DuPage County
Section No. 10-00154-00-BR
Project Number: BRM-9003(696)
Job Number: P-91-752-10
Type of Funding: HBP
Structure No.: 022-3025 (Exit) 022-7000 (Prop)
Contract Number M-11-06

Dear Mr. Kuehnlenz:

Enclosed please find a copy of the Phase I Supplement No. 1- Engineering Services Agreement for the Hill Avenue bridge replacement project. Supplement No.1 is needed to cover additional unforeseen items based on the proposed foundation design: such as coordination, exploration, obtaining rock cores, laboratory testing, geotechnical engineering analysis and plan and report revisions.

This additional work is required in order determine soil and rock properties necessary to provide deep foundation alternatives which can be installed without causing unsafe vibrations or settlement of the 36 inch gas transmission main adjacent to the east abutment of the proposed bridge.


If you have any questions, please contact me at 630-438-6400.

Sincerely,

BOLLINGER, LACH & ASSOCIATES, INC.

Joel Ihde, P.E., S.E.
Vice President

Enclosures

Local Agency Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Bollinger, Lach & Associates, Inc.
County DuPage				Address 333 Pierce Road – Suite 200
Section 10-00154-00-BR				City Itasca
Project No. BRM-9003(696)				State IL
Job No. P-91-752-10				Zip Code 60143
Contact Name/Phone/E-mail Address Paul Kuehnlenz/(630)620-5976 KuehnlenzP@villageoflombard.org	Contact Name/Phone/E-mail Address Joel Ihde/(630)438-6400 jihde@bollingerlach.com			

**Preliminary Engineering
Services Agreement
For
Supplement #1
Federal Participation**

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 PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Hill Avenue Route FAU 1431 Length 0.189m Structure No. 022-3025

Termini Over East Branch DuPage River

Description Phase I Supplement for exploration (rock cores), laboratory testing and geotechnical engineering analysis for the Hill Ave. bridge over E. Branch DuPage River.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 60 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - 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.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate 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.

9 II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Bollinger, Lach & Associates	36-4263432	\$5,328.58
Sub-Consultants:	TIN Number	Agreement Amount
Seeco Consulting, Inc.	36-3458492	\$14,696.26
Sub-Consultant Total:		\$14,696.26
Prime Consultant Total:		\$5,328.58
Total for all Work:		\$20,024.84

Executed by the LA:

Village of Lombard

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: *[Signature]*
Title: Vice President

BHA
By: *[Signature]*
Title: Chief Executive Officer

Exhibit A - Preliminary Engineering

*Firm's approved rates on file with IDOT'S
Bureau of Accounting and Auditing:

Overhead Rate (OH) 147.41 %
 Complexity Factor (R) 0.00
 Calendar Days 60

Route: FAU 1431
 Local Agency: Village of Lombard
 (Municipality/Township/County)
 Section: 10-00154-00-BR
 Project: BRM-9003(696)
 Job No.: P-91-752-10
 HBP Funding S.N. 022-7000 (Prop.)

Method of Compensation:
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]

 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Additional Soil Borings (Seeco)						\$14,696.26			\$14,696.26
Geotechnical & Project Management	Sr. Project Manag Project Engineer CADD Tech II	16.00 16.00 12.00	\$57.69 \$36.06 \$31.75	\$923.04 \$576.96 \$381.00	\$1,360.65 \$850.50 \$561.63		\$0.00	\$331.14 \$206.98 \$136.68	\$2,614.83 \$1,634.44 \$1,079.31
Totals		44.00		\$1,881.00	\$2,772.78	\$14,696.26		\$ 674.80	\$20,024.84

Bollinger, Lach & Assoc., Inc.
8/23/2012

Phase I Supplement No.1
Hill Ave. (FAU 1431)
Over E. Branch DuPage River
DuPage County
Project No.: BRM 9003(696)
Section No.: 10-00154-00-BR

PROJECT SCOPE CHANGE DESCRIPTION

The project scope included in Supplement No.1 will consist of items that are above and beyond the scope of work provided in the original Phase I agreement.

Additional Soil Borings: Establish the location and depth of a boring in the area west of the location of the proposed bridge. Upon drilling to bedrock, core into bedrock 20 feet. Locate the boring location in the field and top of ground elevation. Test soil and core in laboratory, determine bedrock bearing capacity, and prepare a revised geotechnical report for use of either drilled in H-piles or micro-piles.

Geotechnical Project Management: Coordinate the work of the geotechnical engineer, process agreements and notifications, make necessary revisions to the Project Development Report and bridge TS&L drawing based on the geotechnical analysis, prepare and submit revised Preliminary Bridge Design and Hydraulic Report package for Local Bridge Unit review, and respond to review comments.

PHASE I
AGREEMENT FOR SUBCONSULTANT SERVICES (Supplement No. 1)

Route FAU 1431- Hill Avenue
Section 10-00154-00-BR
County DuPage

Project Hill Ave over E Branch DuPage River
Job No. P-91-752-10
PTB #

This is an AGREEMENT between Bollinger, Lach & Associates, Inc., hereinafter referred to as the CONSULTANT, and SEECO Consultants, Inc., hereinafter referred to as the SUBCONSULTANT.

The CONSULTANT proposes to engage the SUBCONSULTANT to furnish certain professional services in connection with the replacement of the Hill Avenue Bridge, which work is hereinafter referred to as the PROJECT.

The CONSULTANT has authority under their AGREEMENT with the Village of Lombard to engage such services, and the SUBCONSULTANT represents that they are in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such services.

The SUBCONSULTANT, in signing this AGREEMENT, certifies that they have no financial or other interests in the outcome of this PROJECT.

The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

Under penalties of perjury, the SUBCONSULTANT certifies that 36-3458492 is their correct Federal Taxpayer Identification Number and that they are doing business as a corporation.

In consideration of these premises, the parties hereto agree as set forth in the following pages numbered 2 - 5 inclusive.

This AGREEMENT executed this 29 day of August, 20 12.

This AGREEMENT becomes null if the AGREEMENT between the CONSULTANT and the ILLINOIS DEPARTMENT OF TRANSPORTATION is not authorized.

CONSULTANT

SUBCONSULTANT

By: _____

By: _____

Title

Title

SECTION 1 - GENERAL PROVISIONS

Incorporation by Reference. The Illinois Department of Transportation's Standard Agreement Provisions for Consultant Services, dated January 1, 2001 hereinafter referred to as the STANDARD PROVISIONS are incorporated and made part of this AGREEMENT except as deleted or amended hereinafter. The STANDARD PROVISIONS section references are shown in parenthesis.

Whenever the word DEPARTMENT is used in the STANDARD PROVISIONS it shall be construed to mean CONSULTANT and whenever the word CONSULTANT is used, it shall be construed to mean SUBCONSULTANT, except the word DEPARTMENT shall also include the Illinois Department of Transportation in Section 2.14, 2.24, 2.62, 2.63 and 2.64 and 2.65 of said STANDARD PROVISIONS.

Certifications Required by State and/or Federal Law. The SUBCONSULTANT certifies that they have read the certifications and assurances described in the STANDARD PROVISIONS and certifies that their signature on the AGREEMENT signature sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed.

Delinquent Payment. The CONSULTANT certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a state agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the state as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the state agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the state of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONSULTANT further acknowledges that the contracting state agency may declare the contract void if this certification is false or if the CONSULTANT or any affiliate is determined to be delinquent in the payment of any debt to the state during the term of the contract.

Felony Convictions. The CONSULTANT certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953, for a period of five years prior to the date of the AGREEMENT. The CONSULTANT acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act. The CONSULTANT certifies in accordance with 30ILCS 500/50-12 that the CONSULTANT is not barred from being awarded a contract under this section. The CONSULTANT acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

If any certification made by the CONSULTANT or term or condition in the AGREEMENT changes, the CONSULTANT must notify the DEPARTMENT in writing within seven days.

Prevailing Wages. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed. Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the

prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT shall post the revised rates of wages and shall pay not less than the revised rates of wages.

Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work of the contract, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the DEPARTMENT to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

Direct Labor. The DEPARTMENT reserves the right to reduce the labor rate when ordinary and customary fringe benefits are included in the direct labor costs. Direct labor costs will also be subject to recalculation if the labor rate or total hours are found to be inaccurate at the time of audit.

Key Personnel. The SUBCONSULTANT'S personnel identified in the CONSULTANT'S Statement of Interest are considered essential to the completion of the PROJECT. For purposes of administering Section 2.12 of the STANDARD PROVISIONS, the SUBCONSULTANT'S key personnel are listed below:

<u>Classification</u>	<u>Name</u>	<u>Location</u>
Principal Engineer	Collin Gray	Tinley Park, IL

The SUBCONSULTANT shall invoice the prime CONSULTANT not the DEPARTMENT'S Liaison Person as provided in Section 2.81 of said STANDARD PROVISIONS. The CONSULTANT shall promptly pay the SUBCONSULTANT'S invoice upon receipt of payment from the DEPARTMENT.

Concerning Section 2.83 of the STANDARD PROVISIONS, the DEPARTMENT reserves the right to audit the SUBCONSULTANT'S cost records and final payment to the SUBCONSULTANT shall be adjusted if necessary.

(S P 2.85(c)(2)) Add, The Written Authorization must be signed by the Consultant.

State Board of Elections. The CONSULTANT certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the CONSULTANT acknowledges that all contracts between state agencies and a business entity that do not comply with this section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

SECTION 2 - SCOPE OF WORK

The SUBCONSULTANT agrees to perform, at the direction of the CONSULTANT, the services described in the attached proposal from the SUBCONSULTANT necessary to obtain additional boring and rock core.

SECTION 3 - PROJECT SCHEDULE

For purposes of administering Section 2.21d of the STANDARD PROVISIONS, the fee was negotiated anticipating that the work would be completed by January 31, 2013, which includes review time by the DEPARTMENT.

The SUBCONSULTANT shall commence work within five calendar days after date of Authority to Proceed. The work shall be completed and delivered to the DEPARTMENT through the CONSULTANT as set forth below or in the attached Project Schedule.

SECTION 4 - COMPENSATION

The SUBCONSULTANT shall receive payment for completing the work required of them in accordance with Section 2.86 of the STANDARD PROVISIONS subject to the Total Agreement Amount not to exceed \$14,696.26 as set forth in the table below:

The method of compensation is Lump Sum.

<u>SUBCONSULTANT</u>	<u>AMOUNT</u>
TOTAL AGREEMENT AMOUNT	\$14,696.26

Provisional Rate. The provisional rate for fringe benefit and overhead for actual cost plus fixed fee method of payments as shown above has been used for the interim to establish the total agreement cost and is(are) the maximum rate(s) allowable for invoicing the DEPARTMENT. At the conclusion of the PROJECT, the actual additive rate for fringe benefit and overhead will be determined by the DEPARTMENT'S audit, if the costs were based on an actual cost plus fixed fee method of payment. If the rate(s) differ from the provisional rate specified above, the audited rate(s) will be applied to the payroll for the work completed in that fiscal year, as shown on the approved progress reports for variable lump sum or audited payroll amount in that fiscal year for actual cost plus fixed fee method of payment.

Modification/Amendments. The prime compensation may be increased or decreased by subsequent agreement between the parties if there is a major change in the scope, character or complexity of the work.

The prime compensation may also be adjusted under the terms of Section 2.21 of the STANDARD PROVISIONS, except for the fixed fee, if the work extends more than six months beyond the anticipated date of completion. The SUBCONSULTANT will be reimbursed the adjusted rates (payroll, fringe benefit and overhead) for only that part of the work remaining to be completed at the time he/she submits the written request.

SECTION 5 - OBLIGATIONS & PAYMENTS

Available Funds/General Assembly. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this contract.

Consultant Payments. The CONSULTANT, upon payment by the STATE, shall pay all the monies due the SUBCONSULTANT(s) and/or vendor(s).

Consultant Address. The SUBCONSULTANT will use the address listed below for all billing, invoicing and receiving payment(s) from the CONSULTANT.

SEECO Consultants, Inc.
7350 Duvan Drive
Tinley Park, Illinois 60477

Construction Monitoring &
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation
Condition Surveys

Dams and Drainage Studies

July 10, 2012

Mr. Joel Ihde, P.E., S.E.
Bollinger Lach & Assoc.
333 Pierce Dr., Ste. 200
Itasca, IL 60043

COST PROPOSAL

Supplemental Geotechnical Investigation – Additional
Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the Proposed
Bridge Improvements for Hill Avenue over the DuPage River,
Lombard, IL

Dear Mr. Ihde:

Pursuant to our discussions, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project for supplemental geotechnical investigation. In preparing our proposal, we have reviewed pertinent information with you.

Due to the fact that no boring drilled and cored into the bedrock exists in the area west of the location of the proposed bridge, the following is needed in order to obtain pertinent information with respect to the foundation design of the proposed bridge abutment on the east side near the NICOR 36 inch line with little to no vibration.

One (1) alternative would include installing steel H-piles in a predrilled/cored hole and setting same in concrete (IDOT Guide Bridge Special Provision - GBSP 56). Rock core data is required to determine rock strength and bearing capacity.

For another alternative, an additional boring on the west side of the bridge is needed in order to further delineate the location and the properties of the underling dolomitic limestone bedrock in order to determine the feasibility of the use of 9 5/8" outside diameter micropiles to support the proposed bridge.

These micropiles can be drilled and installed using a rotary drilling methodology to the bedrock using a 12 inch diameter tri-cone roller rock bit, setting a 9 5/8 block steel pipe with its end cased into the bedrock and then filling the annular space between the open hole diameter and the outside diameter of the pipe with grout and finally filling the steel pipe with neat cement grout.

In order to verify the allowable (Factored) and ultimate (nominal) pile capacity in load bearing of the bedrock in compression, it will be necessary to core the dolomitic limestone bedrock at least 20 feet into the solid bedrock and test at least four (4) core samples for unconfined compressive strength per ASTM D 7012-10.

Based upon the proposed foundation design alternatives for the bridge, additional exploration, laboratory testing and geotechnical engineering and analysis are required. As such, the scope of additional work SEECO is proposing is as follows:

- Perform 1 soil boring to bedrock for the bridge abutment on the west side of the existing bridge. Upon drilling to bedrock, an NX size core barrel with a diamond bit will be utilized to obtain a 20' length of core. The borehole will be located in an area strategic to the proposed improvements, not in conflict with utilities and accessible to a truck mounted drill rig. It is anticipated that no through traffic will be allowed during performance of the boring.

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689
www.seeco.com

COST PROPOSAL

Supplemental Geotechnical Investigation - Additional
Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the Proposed
Bridge Improvements for Hill Avenue over the DuPage River,
Lombard, IL

July 10, 2012

Page 2

- The resulting soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual Classification, Moisture Content and Unconfined Compressive Strength utilizing a calibrated penetrometer will be performed on all samples. Representative samples will be tested for grain size distribution, plasticity, organic content and unconfined compressive strength (Qu by Rimac) as applicable. Four (4) samples of the bedrock core will be tested for unconfined compressive strength (Qu).
- Upon completion of the field exploration and laboratory testing this data will be incorporated with SEECO's previously obtained geotechnical data into geotechnical report being prepared under the direction of a Registered Professional/Structural Engineer of Illinois. The report will encompass subsurface soil conditions, laboratory data, pavement design recommendations, bridge foundation recommendations, groundwater control recommendations and general construction considerations. The report will be prepared as an IDOT SGR. Data for the Scour Analysis will be supplied, but said analysis is not included. BLR 10220-Abestos Determination will be included in the report.
- It is anticipated that right of entry and access locations to the site will be provided to us. Boring locations may be offset as required. No utility R.O.W. conflicts are anticipated. This contract is not assignable.
- Boreholes will be backfilled with drill cuttings/cement bentonite grout and surface patched to match existing conditions. JULIE will be called for subsurface utility locates as required by law. Traffic control consisting of an arrow board, signs, cones and flagging personnel will be provided.

The tasks will require that the geotechnical agreement be increased by \$14,696.26 to a total of \$43,708.26 and are detailed on the attached IDOT Cost Estimate of Consultant Services forms.

If awarded this work order, SEECO can initiate our services immediately and can complete the project within 20-30 calendar days, weather permitting and assuming required design data is available/provided.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC:arm

Hill Avenue over the DuPage River-Lombard, IL – Supplemental Borings

Summary of Direct Costs

Mobilization of Equipment and Personnel	\$ 405.00
Soil Borings with Truck Mounted Rig Estimate 70 L.F. @ \$27.70/L.F.	\$1,939.00
Rock Core Setup Estimate 1 Setup @ 250.00/Ea.	\$ 250.00
NX Size Rock Coring Estimate 20 L.F. @ \$55.00/L.F.	\$1,100.00
Visual Classification (AASHTO), Moisture Content, Unconfined Compressive Strength (Qp) Estimate 28 tests @ \$12.50/test	\$ 350.00
Combined Sieve/Hydrometer Tests Estimate 2 tests @ \$155.00/test	\$ 310.00
Atterberg Limits Determination Estimate 1 test @ \$85.00/test	\$ 85.00
Unconfined Compressive Strength (Qu) on Rock Sample Estimate 4 tests @ \$125.00/test	\$ 500.00
TOTAL ESTIMATED DIRECT COSTS:	\$4,939.00



Illinois Department of Transportation

Local Agency Village of Lombard	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
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Local Agency Amendment # 1 for Federal Participation

Section: 10-00154-00-BR	Fund Type: HBP	ITEP Number:
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Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-752-10	BRM-9003(696)		

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	HBP	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	184,124	(*)		()	46,031	(BAL)	230,155
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 184,124		\$		\$ 46,031		\$ 230,155

*Maximum FHWA (HBP) participation 80% not to exceed \$184,124.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation Date

Title (County Board Chairperson/Mayor/Village President/etc.)

By: _____
(Delegate's Signature)

(Signature) Date

(Delegate's Name - Printed)

The above signature certifies the agency's TIN number is
36-6005975 conducting business as a Governmental
Entity.

William Frey, Interim Director of Highways/Chief Engineer Date

DUNS Number 160992199

Ellen J. Schanzle-Haskins, Chief Counsel Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Matthew R. Hughes, Director of Finance and Administration Date