

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: Scott Niehaus, Village Manager

DATE: April 12, 2017 (COW) (B of T) **Date:** April 20, 2017

TITLE: Westmore-Meyers Road Safety and Bicycle/Pedestrian Improvements
Motor Fuel Tax Documentation

SUBMITTED BY: David Gorman, PE, Assistant Director of Public Works *DG*

BACKGROUND/POLICY IMPLICATIONS:

CIP project preliminary design that includes road resurfacing, safety improvements and restriping, and traffic signal enhancements.

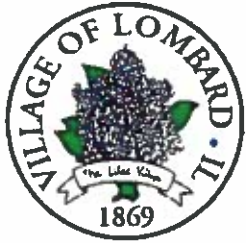
FISCAL IMPACT/FUNDING SOURCE:

Total Obligation: \$78,055.05 (Board Approved)
Project Number: ST-18-01 Des Eng Westmore Bike/Pedestrian
Account: Motor Fuel Tax Fund: 420.730.730.75410

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: Scott Niehaus, Village Manager
 Through: Carl S. Goldsmith, Director of Public Works *CSG by DGT*
 From: David Gorman, PE, Assistant Director of Public Works *DGT*
 Date: April 12, 2017
 Subject: Westmore-Meyers Rd– Motor Fuel Tax Documentation

Westmore-Meyers Road Safety and Bicycle/Pedestrian Improvements is a new project included within the current 2017-2026 Capital Improvement Program. The Village secured federal funding for this project through the DuPage Mayors and Managers Conference. The construction project budget is \$1,900,000 (\$1,423,000 federal funds, \$477,000 Village funds), and \$191,000 is budgeted for design engineering services with Village funds. The project is scheduled for design in 2017 and construction in 2018.

As part of the completed Bicycle and Pedestrian Master Plan, Westmore-Meyers Road between Roosevelt Road and St. Charles Road is a designated priority project for plan implementation. The Village anticipates constructing all such priority projects by 2018, and this project is based on the intent of the plan recommendations. This roadway segment intersects two regional trails (Illinois Prairie Path and Great Western Trail). The plan identifies converting the existing four lane roadway section into a potentially safer configuration of three lanes including a bi-directional center turn lane and buffered bike lanes. The overall project scope includes roadway resurfacing and other improvements involving trail crossings, pedestrians, and traffic signals.

The Village Board has previously approved a preliminary engineering contract with Christopher B. Burke Engineering for \$78,055.05. If design engineering is recommended for approval, an additional contract will be formalized. Since the engineering costs will be paid through the Motor Fuel Tax Fund, the funding is required to be obligated through the Illinois Department of Transportation. No additional funds are currently requested.

MFT Funding Overview	
Engineering Phase	Obligation Amount
Phase 1 (Board approved)	\$78,055.05

Please present documents to the President and Board of Trustees for their review at their regular meeting of April 20, 2017. If approved, please return all original signed copies of the documents to Public Works–Engineering for further processing.



Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the Village of Lombard of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Westmore-Meyers Road, 2638, St. Charles Road, Roosevelt Road.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of road resurfacing, safety restriping, and traffic signal improvements.

and shall be constructed variable feet wide and be designated as Section 17-00158-00-BR

2. That there is hereby appropriated the (additional Yes No) sum of seventy-eight thousand fifty-five dollars and 05/100 cents Dollars (\$78,055.05) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Sharon Kuderna Clerk in and for the Village of Lombard County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on April 20, 2017 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of April (SEAL) City, Town, or Village Clerk

Municipality Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Christopher B Burke Engineering
Township				Address 9575 W Higgins Rd, Ste 600
County DuPage				City Rosemont
Section 17-00158-00-RS				State Illinois

THIS AGREEMENT is made and entered into this 20th day of April, 2017 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 Westmore-Meyers Road Safety and Bicycle/Pedestrian Improvements
Route 2638 Length 2.0 Mi. 10,500 FT (Structure No. _____)
Termini St. Charles Road to outside (north of) Roosevelt Road ROW

Description:

This Safety project will resurface the roadway with two through lanes, a center bidirectional turn lane, and buffered bike lanes with traffic signal improvements.

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, Department of Natural Resources-Office 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.
 - 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.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by 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 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 DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey 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. That 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. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money not to exceed \$78,055.05.
 - 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	Fee Schedule	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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 & 1k of the ENGINEER AGREES at actual cost of performing such work plus ___ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j, & 1k. If the ENGINEER sublets all or 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 classification 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.

3. That payments due the ENGINEER for services rendered in accordance with 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 paragraph 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 due under this AGREEMENT based on 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 due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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 improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h 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 in paragraph 2 of THE LA AGREES.
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 2 of THE LA AGREES. 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 and specifications.

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 surveys, permits agreements, preliminary bridge design & hydraulic report, 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 this 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 officers.

Executed by the LA:

ATTEST:

Village of Lombard of
(Municipality/Township/County)

State of Illinois, acting by and through its

By _____

_____, Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER

ATTEST:

By _____

By _____

Title _____

Title _____

Approved

Date
Department of Transportation

Regional Engineer



For District Use Only	
Transaction Number	_____
Date	_____
Checked by	_____

Municipality Village of Lombard

County DuPage

Rd. District N/A

Section 17-00158-00-RS

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering	78,055.05
Maintenance Engineering	_____
Engineering Investigations.....	_____
Other Category.....	_____
Obligation Retirement	_____
Maintenance.....	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 78,055.05

Comments Engineering for Westmore-Meyers Road Safety and Bicycle/Pedestrian Improvements

Date April 20th , 2017

Signed by _____
Sharon Kuderna, Village Clerk
Title of Official

Approved

Date

Department of Transportation

Regional Engineer