

**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:** Scott Niehaus, Village Manager

**DATE:** October 1, 2015 (COW) (B of T) **Date:** October 1, 2015

**TITLE:** Hill Avenue Bridge  
Design Engineering Services

**SUBMITTED BY:** David Gorman, P.E., Assistant Director of Public Works *DEK*

**BACKGROUND/POLICY IMPLICATIONS:**

Amendment No. 2 is a net increase of \$18,661.29. The amendment is for the additional design engineering work and revision of Plats of Highway and legal descriptions.

**FISCAL IMPACT/FUNDING SOURCE:**

Project #: FM 11-03  
Current Contract Amount: \$178,510.06  
Amendment #2: \$18,661.29  
Total Revised Contract Amount: \$197,171.35  
PO #: 2015-00000010  
Accounts: State of Illinois Fund (\$2,225,000)  
          MFT Fund (\$250,000)  
Account Number: 520.790.715.75420

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.

## InterOffice Memo



To: Scott Niehaus, Village Manager  
From: Ying Miao, P.E., Civil Engineer II  
Through: Carl Goldsmith, Public Works Director *g*  
Date: September 28, 2015  
Subject: Hill Ave. Bridge  
Amendment No. #2

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Attached please find the second amendment for the additional engineering and survey work with Bollinger, Lach & Associates, Inc. in the amount of a net increase of \$18,661.29. The amendment includes additional engineering work to add the sidewalk on the bridge and approach slabs per the revised IGA between Village Lombard and Village Glen Ellyn. The amendment also includes revision of Plats of Highway and legal descriptions. The first amendment to the contract was decrease of \$1,140.24. The amendment #1 went to the Village Manager for signature. The detailed information regarding the amendment #2 can be found in the attachment.

This amendment will be presented to the President and Board of Trustees for their review and approval at their regular meeting on October 1, 2015. If approved, please have five (5) signed and dated copies of BLR 05311 returned to Engineering for further processing.

**RESOLUTION**  
**R\_\_\_\_\_**

**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 \$18,661.29, when combined with a previous amendment would increase, the total dollar amount of the contract by \$17,521.05.

**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 1<sup>st</sup> day of October, 2015 , pursuant to a roll call vote as follows:

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

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


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

Approved by me this 1<sup>st</sup> day of October, 2015 .

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public 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"/>
	Section: 10-00154-00-BR	Fund Type: STP-Br	ITEP / SRTS / HSIP Number(s)		
<b>Construction</b>		<b>Engineering</b>		<b>Right-of-Way</b>	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-752-10	BRM-9003(697)		

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. 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".

Location					
Location	<u>Hill Avenue</u>	Route	<u>FAU 1431</u>	Length	<u>0.19Mi</u>
Termini	<u>Over East Branch DuPage River</u>				

Current Jurisdiction	<u>LPA</u>	TIP Number	<u>08-10-0029</u>	Existing Structure No	<u>022-3025</u>
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Amended Division of Cost					
Type of Work		%	%	LPA	Total
Participating Construction	( )	( )	( )	( )	( )
Non-Participating Construction	( )	( )	( )	( )	( )
Preliminary Engineering	157,737	( * )	( )	39,434	197,171
Construction Engineering	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 157,737</b>			<b>\$ 39,434</b>	<b>\$ 197,171</b>
*Maximum FHWA(STP-Br) Participation not to exceed \$158,514					

**NOTE:**  
The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.

**Local Public Agency Appropriation**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum(required for increases to state-let contracts only).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

Addendum 1 - Location Map

(Insert addendum numbers and titles as applicable)

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.

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Amendment and all Addenda.

**APPROVED**

Local Public Agency

Keith Giagnorio

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

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

DUNS Number 160992199

**APPROVED**

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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



September 11, 2015

Ms. Ying Miao  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148-3931

RE: FAU 1431 / Hill Avenue over E. Branch DuPage River - Phase II  
Village of Lombard  
DuPage County  
Section No. 10-00154-00-BR  
Project Number: BRM-9003(697)  
Job Number: D-91-752-10  
Type of Funding: STP Bridge  
Structure No.: 022-3025 (Exit) 022-7000 (Prop)  
Contract Number FM-11-03

Subject: Supplemental No. 1

Dear Ms. Miao:

Enclosed please find a draft copy of the Phase II Supplement No. 1- Engineering Services Agreement for the Hill Avenue bridge replacement project. Supplement No. 1 is needed to cover additions and revisions to the plans in order to include a sidewalk on the bridge and approach slabs, so the sidewalk can be constructed at the same time as the rest of the project. Supplemental No. 1 is also required to revise the Plats of Highway and legal descriptions because the southwest property has been changed to a condominium association.

It is our understanding that the villages of Lombard and Glen Ellyn have agreed to add the sidewalk at this time, as described above. A more detailed description of the supplemental scope is included in the enclosures. Also include for your review is a draft copy of BLR 05311 – Local Agency Amendment.


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	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Supplement #1 Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Bollinger, Lach & Associates, Inc.
Village of Lombard			Address 333 Pierce Road
County DuPage			City Itasca
Section 10-00154-00-BR			State IL
Project No. BRM-90003(697)			Zip Code 60143
Job No. D-91-752-10			Contact Name/Phone/E-mail Address Joel Ihde (630) 438-6400 jihde@bollingerlach.com
Contact Name/Phone/E-mail Address Ying Miap (630) 620-5740 miaoy@villageoflombard.org			

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 II Supplemental to include work for addition of sidewalk on south side of bridge and approach slabs. Millennium Professional Services to perform update survey for land acquisition.

#### 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.

**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 (31U.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.









September 11, 2015

Phase II Supplement No. 1  
Hill Avenue (FAU 1431)  
Over East Branch DuPage River  
Village of Lombard  
DuPage County  
Section No.: 10-00154-00-BR  
Project No.: BRM-9003(697)  
Job No.: D-91-752-10

### **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 II agreement for Bollinger, Lach & Associates, Inc. as well as including Millennia Professional Services under the Phase II agreement and their associated work.

#### **Bollinger, Lach & Associates, Inc.:**

*Addition of Bridge Sidewalk:* The structural and civil engineering plans will be revised to include the addition of the sidewalk on the south side of the Hill Avenue Bridge. The scope of work includes structural calculations, design details, CADD revisions to both structural and civil plan sheets and cross sections, special provision and cost estimate revisions, and resubmittal to the Local Bridge Unit for their records.

#### **Millennia Professional Services:**

*Land Acquisition Survey Services:* This scope of services is to provide land acquisition survey services as well as revisions to the set of approved Plat of Highway and legal descriptions to reflect the change in ownership and the new total holding configuration for Parcel 0001. All changes to conform to IDOT District One, Bureau of Land Acquisition requirements.



**SURVEY SCOPE OF SERVICES**  
Hill Avenue  
Land Acquisition Survey Services  
September 15, 2015

This scope of services by Millennia Professional Services (Subconsultant) is to provide land acquisition survey services for the Hill Avenue.

Revise the set of Plats of Highway and legal descriptions to reflect the change in ownership and the new total holding configuration for Parcel 0001. All changes to conform to IDOT District One, Bureau of Land Acquisition requirements.



**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Milennia Professional Services  
Supplement

DATE 09/15/15  
PTB NO. Hill Avenue

OVERHEAD RATE 142.53%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

CONTRACT TERM  
START DATE 10/15/2015  
RAISE DATE 2/1/2016

6 MONTHS

**ESCALATION PER YEAR**

10/15/2015 - 2/1/2016

4

6

= 66.67%  
= 1.0100

2/2/2016 - 4/1/2016

2

6

34.33%

The total escalation for this project would be:

1.00%

## PAYROLL RATES

<b>FIRM NAME</b>	<u>Millennia Professional S</u>	<u>DATE</u> <b>09/15/15</b>
<b>PRIME/SUPPLEMENT</b>	<u>Supplement</u>	
<b>PSB NO.</b>	<u>Hill Avenue</u>	

**ESCALATION FACTOR** **1.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
President	\$70.00	\$70.00
Vice-President	\$63.00	\$63.63
Senior Project Manager	\$60.46	\$61.06
Project Manager	\$46.02	\$46.48
Resident Engineer	\$53.95	\$54.49
Project Engineer	\$46.50	\$46.97
Engineer III	\$31.00	\$31.31
Engineer II	\$28.28	\$28.56
Engineer I	\$21.73	\$21.95
Technician V	\$43.42	\$43.85
Union Technician V	\$37.28	\$37.65
Technician IV	\$34.70	\$35.05
Technician III	\$29.65	\$29.95
Technician II	\$25.02	\$25.27
Technician I	\$17.70	\$17.88
Administrator	\$24.04	\$24.28
Controller	\$38.50	\$38.89
Intern	\$9.24	\$9.33



**AVERAGE HOURLY PROJECT RATES**

**FIRM** Millennium Professional Services  
**PSB** Hill Avenue  
**PRIME/SUPPLEMENT** Supplement

DATE 09/15/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Field Survey			Office Survey			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
President	70.00												
Vice-President	63.63												
Senior Project Manager	61.06	6	18.75%	11.45									
Project Manager	46.48												
Resident Engineer	54.49												
Project Engineer	46.97												
Engineer III	31.31												
Engineer II	28.56												
Engineer I	21.95												
Technician V	43.85												
Union Technician V	37.65												
Technician IV	35.05												
Technician III	29.95	8	25.00%	7.49	8	50.00%	14.97						
Technician II	25.27	18	56.25%	14.21	8	50.00%	12.64	10	62.50%	15.79			
Technician I	17.88												
Administrator	24.28												
Controller	38.89												
Intern	9.33												
<b>TOTALS</b>		32	100%	\$33.15	16	100.00%	\$27.61	16	100%	\$38.69			

SURVEY DIRECT COST SUMMARY  
Hill Avenue  
Land Acquisition Survey Services

Direct Costs

<u>NUMBER</u>	<u>UNIT</u>	<u>PURPOSE</u>	<u>UNIT COST</u>	<u>TOTAL</u>
4	Each	Recorded Documents	\$ 12.50	\$ 50.00
1	Days	Survey Vehicle	\$ 65.00	\$ 65.00
<hr/>				
TOTAL DIRECT COSTS			\$	115.00