

030875
DISTRICT 1, 2, 4 & 6

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: William T. Lichter – Village Manager

DATE: January 6, 2004 (COW) (B of T) Date: 1/15/04

TITLE: Main Street Resurfacing (Wilson to St. Charles Road)
Revised MFT Agreement (Amendment No. 2)

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

BACKGROUND/POLICY IMPLICATIONS:

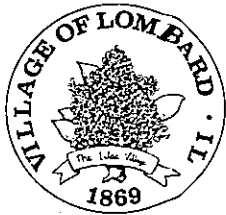
See attached memo

FISCAL IMPACT/FUNDING SOURCE:

\$22,991.00 INCREASE / MFT
HTE Project: 0200 PW Project: ST-01-04
HTE Acct: ~~4320.755660~~
7370.809425

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X *Al Leonard Flood* Date 1/7/04
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: William T. Lichter, Village Manager
From: David A. Dratnol, P.E., Village Engineer *DA*
Date: January 6, 2004
Subject: Main Street Improvements – Wilson Avenue to St. Charles Road
Design Engineering
Revised Agreement (Amendment No. 2)

Attached, please find five originals of a MFT Preliminary Engineering Services Agreement. This agreement replaces the one dated June 11, 2001 because of changes to the scope of work for traffic signal modifications and preparation of a utility contract. The primary focus of the traffic signal modifications is at the intersections of Main and Madison, and Main and Hickory. The utility contract addresses underground utility deficiencies on Main Street, from Wilson to Parkside.

Please place this item on the Board of Trustees agenda for the regularly scheduled meeting on January 15, 2004. The revised agreement increases the total contract amount by \$22,991.00, which increases the total contract to a not-to-exceed amount of \$84,933.00. If approved, please return all paperwork to Public Works Engineering for further processing.

Note: At this time the original amendments are being executed by the engineer. They will be forwarded to the Clerk upon their receipt.

c: File: ST 01-04

RESOLUTION
R _____ 04

A RESOLUTION AUTHORIZING
AMENDMENT OF A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, the Board of Trustees of the Village of Lombard on June 21, 2001 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Civiltech Engineering, Inc. which was amended on November 1, 2001; and

WHEREAS, an amendment to said contract is required to legally bind the parties; and

WHEREAS, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

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 the President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Civiltech Engineering, Inc. substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 15th day of January, 2004.

Ayes; _____

Nays: _____

Absent: _____

Approved this 15th day of January, 2004.

ATTEST:

William J. Mueller
Village President

Barbara Johnson
Deputy Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this 15th day of January, 2004, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **Civiltech Engineering, Inc.** (the "CONSULTANT").

WHEREAS, on June 21, 2001 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Main Street Improvements – Wilson Avenue to St. Charles Road; and

WHEREAS, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

NOW, THEREFORE, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

SECTION 1: The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S December 16, 2003 letter.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$84,933.00.

SECTION 3: All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

VILLAGE OF LOMBARD

By: _____
Village President

ATTEST:

By: _____
Deputy Village Clerk

and **Civiltech Engineering, Inc.**

By: _____

ATTEST:

By: _____

Municipality 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 Civiltech Engineering, Inc.
Township YORK				Address 450 E. Devon Ave. Suite 300
County DuPAGE				City Itasca
Section 00-00141-00-RS				State Illinois

THIS AGREEMENT is made and entered into this _____ day of January, 2004 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. This agreement serves as a modification to the original Preliminary Engineering Services Agreement made on June 21st, 2001.

Section Description

Name Main Street

Route FAU 2611 Length 1.38 Mi. 7300.00 FT (Structure No. _____)

Termini Wilson Avenue to St. Charles Road

Description: Design Engineering services for minor utility rehabilitation, resurfacing and minor traffic signal work.

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 improvements 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 an 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.

Note: Four copies to be submitted to District Engineer

- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - 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 the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is 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 representatives of 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 performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the _____ percent 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 Under \$50,000	Percentage Fees	(see note)
 	 	 %
 	 	 %
 	 	 %
 	 	 %
 	 	 %

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

2. To pay for services stipulated in ~~paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~ of the ENGINEER AGREES at actual cost of performing such work plus 160 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 classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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 paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee 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 0 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 160 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 their 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.
5. All provisions of the LA's request for proposals dated May 29, 2001 and the ENGINEERS's proposal dated June 11, 2001 remain in full force and effect. Compensation not to exceed \$84,933.00.

IN WITNESS WHEREOF, the parties have caused the 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:

Village of Lombard of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Civiltech Engineering, Inc.
450 E. Devon Ave., Suite 300
Itasca, IL 60143

ATTEST:

By Robert J. Andrus

By [Signature]

Title Treasurer

Title President



December 16, 2003

Mr. David A. Dratnol, P.E.
Village Engineer
Village of Lombard
1051 S. Hammerschmidt Ave.
Lombard, Illinois 60148-3926

Re: **Main Street Improvements**
Wilson Avenue to St. Charles Road
ST-01-04
Proposed Agreement Revisions

Dear Mr. Dratnol:

Pursuant to our meeting with you and your staff on December 9th, we have estimated hours and costs for traffic signal modifications and for the preparation of a utility contract. Modifications to traffic signals includes adding video vehicle detection, opticom equipment and confirmation beacons to existing signals at Main Street/Madison Street and Main Street/Hickory Road. Since there are no combination poles at Main Street/Madison Street, two existing mast arm poles will be replaced with two new combination poles for mounting video detection cameras. The preparation of a utility contract includes plans, special provisions, contract documents and cost estimate for bidding, letting and constructing a utility project prior to the resurfacing project.

We have included the current "Cost Analysis of Consultant Services - Supplement No. 2", proposed man-hours for traffic signal modifications, proposed man-hours for the utility contract and proposed "Cost Analysis of Consultant Services - Supplement No.3". Supplement No. 3 credits the contingency fund as established in Supplement No. 2 and adds the proposed costs for traffic signal and utility work.

We have confirmed with both District 1 IDOT Bureau of Local Roads and DuPage Mayor's and Manager's Council that video vehicle detection and opticom equipment upgrades are eligible to be included and funded under the LAPP resurfacing contract. Furthermore, since the signals are locally maintained, IDOT's review of the signal design will be by the Bureau of Local Roads only. The proposed letting date of April 23rd, 2004 as shown in the enclosed schedule may need to be moved back to June 11th, 2004.

If these proposed agreement revisions are acceptable, please notify us so we can proceed with the work.

Very truly yours,

CIVILTECH ENGINEERING, INC.

Harry L. Gilmore, P.E.

DWB

Enclosures

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**Main Street - Lombard
Traffic Signal Modifications**

Prepared by: KMM; 12/11/03

Assumes the following:

Main St./Madison St. - Add video vehicle detection (new comb. Poles); replace opticom;
add confirmation beacons

Main St./Hickory Road - Add video vehicle detection; replace opticom; add confirmation
beacons

Work Item	Manhours
Pre-Final PS&E	
Obtain Existing Plans/Field Review	8
Modify Base Based on Field Review	8
Signal Modification Plan	
2 locations x 40 hrs. each	80
Cable Plan	
2 locations x 16 hrs. each	32
Sequences & Quantity Plan	
2 locations x 8 hrs. each	16
Quantities/Cost Estimate	12
Special Provisions	6
Details	2
Pre-Final PS&E Sub-total	164
Final PS&E (assumes 2 reviews)	
Signal Modification Plan Revisions	
2 locations x 8 hrs. each	16
Cable Plan Revisions	
2 locations x 4 hrs. each	8
Quantities/Special Provision Revisions	6
Final PS&E Sub-total	30
Total Signal Design Manhours	194

Sheets Required

Signal Modification Plans	2
Cable Plans	2
Sequence of Operations/Schedule of Quantities	2
Details	5
Total Sheets	11

**ESTIMATED MAN-HOURS
Phase II Engineering Services for
Main Street Utility Contract
Village of Lombard
Contract Document Number ST-01-04**

Item 1: Pre-Final Plans, Special Provisions, and Engineer's Estimate of Cost

<u>Number of Sheets</u>	<u>Description</u>	<u>Eng.</u>	<u>Draft.</u>	<u>Total</u>
1	Title Sheet/Index	2	2	4
1	General Notes/Summary of Quantities	2	2	4
1	Typical Sections	-	-	-
7	Plan View Sheets	60	24	84
1	Details	2	2	4
(11 sheets)				
	Subtotals Item 1	<u>66</u>	<u>30</u>	<u>96</u>
	Special Provisions	8		8
	Quantities	8		8
	Construction Cost Estimate	4		4
		<u>20</u>		<u>20</u>
	Total Item 1			116

Item 2: Final Plans, Special Provisions, and Estimate of Cost

	Completion of contract plans and specifications	8	8	16
	Total Item 2			16

TOTAL **132 hours**

COST ESTIMATE OF CONSULTANT SERVICES

**Main Street LAPP Resurfacing Project
Design Engineering Services
SUPPLEMENT NO. 3**

Village of Lombard - Contract Documents Number ST-01-04

Updated: December 16, 2003
Updated: July 7, 2003
Updated: April 22, 2003
Date: June 11, 2001

Consultant: Civiltch Engineering, Inc.

WORK ITEM DESCRIPTION	ASSOC. IN-CHARGE \$60.00	PROJECT ENGINEER \$39.00	DESIGN ENGINEER \$24.00	SIGNAL DES. ENG. \$29.00	SENIOR DRAFTER \$25.00	SURVEY CHIEF \$20.00	SURVEY TECH. \$20.00	QA/QC \$60.00	CERICAL \$15.00	Total Hours	Payroll	Overhead & Fringe Benefit Cost (a)	Direct Costs (b)	Fixed Fee (c)	Subconsultant Expense (d)	Total Cost
A. Preliminary Engineering																
1. Early Coord./Data Collection	4	16	0	0	0	0	0	0	0	20	\$776	\$986	\$50	\$256	\$0	\$2,068
2. Field Survey/Base Maps	0	4	24	0	48	8	8	18	2	112	\$3,218	\$4,087	\$50	\$1,062	\$0	\$8,417
3. Conceptual Plan, including Design & LAPP Reports	2	20	0	0	16	0	0	2	0	40	\$1,320	\$1,676	\$50	\$436	\$0	\$3,482
Phase I - Subtotal	6	40	24	0	64	8	8	20	2	172	\$5,314	\$6,749	\$150	\$1,794	\$0	\$13,966
B. Final Design																
1a. Pre-Final Contract Plans	10	127	0	2	126	0	0	8	4	277	\$8,734	\$11,092	\$125	\$2,882	\$0	\$22,833
1b. Pre-final Quantities, Specifications, Bid Documents, Estimates & Permits	10	48	0	2	0	0	0	8	4	72	\$2,740	\$3,480	\$0	\$904	\$0	\$7,124
2. Submittals, Reviews & Coord.	12	24	0	0	20	0	0	4	0	60	\$2,164	\$2,748	\$175	\$714	\$0	\$5,801
3. Final Contract Plans, QA/QC	8	20	0	0	12	0	0	24	0	64	\$2,620	\$3,327	\$250	\$865	\$0	\$7,062
Phase II - Subtotal	40	219	0	4	158	0	0	44	8	473	\$16,258	\$20,648	\$550	\$5,383	\$0	\$42,821
Original Contract Totals	46	259	24	4	222	8	8	68	10	645	\$21,672	\$27,396	\$700	\$7,119	\$0	\$56,787
Supplement No.1																
Morris & Edward Traffic Study	4	16	32	104	22	0	0	4	0	182	\$5,260	\$6,680	\$80	\$1,738	\$0	\$13,756
Totals with Supplement #1	50	275	56	108	244	8	8	72	10	827	\$26,932	\$34,077	\$780	\$8,857	\$0	\$70,543
Supplement No.2																
A. Reduced Limits LAPP Project																
Final Design <reduction>	-2	-60	-16	0	-20	0	0	-2	0	-100	(\$9,244)	(\$4,120)	(\$25)	(\$1,071)	\$0	(\$8,459)
Subtotal: Supplement #2	(2)	(60)	(16)	0	(20)	0	0	(2)	0	(100)	(\$9,244)	(\$4,120)	(\$25)	(\$1,071)	\$0	(\$8,459)
Supplement No.3																
Traffic Signal Modifications	4			190						190	\$4,940	\$6,274	250	\$1,630	\$0	\$13,094
QA/QC - Signals	4									4	\$200	\$254		\$66	\$0	\$520
SUBTOTAL - Signals	4			190						194	\$5,140	\$6,528	250	\$1,696	\$0	\$13,614
Utility Contract Preparation		12	78		38					128	\$3,254	\$4,133	400	\$1,074	\$0	\$8,860
QA/QC - Utility		4								4	\$144	\$183		\$48	\$0	\$374
SUBTOTAL - Utility		16	78		38					132	\$3,398	\$4,315	400	\$1,121	\$0	\$9,235
Subtotal: Supplement #3	4	16	78	190	38	0	0	0	0	326	\$8,538	\$10,843	\$650	\$2,818	\$0	\$22,849
TOTAL	52	231	118	298	262	8	8	66	10	1,053	\$32,128	\$40,800	\$1,405	\$10,602	\$0	\$84,933

(a) 127.00% of Payroll

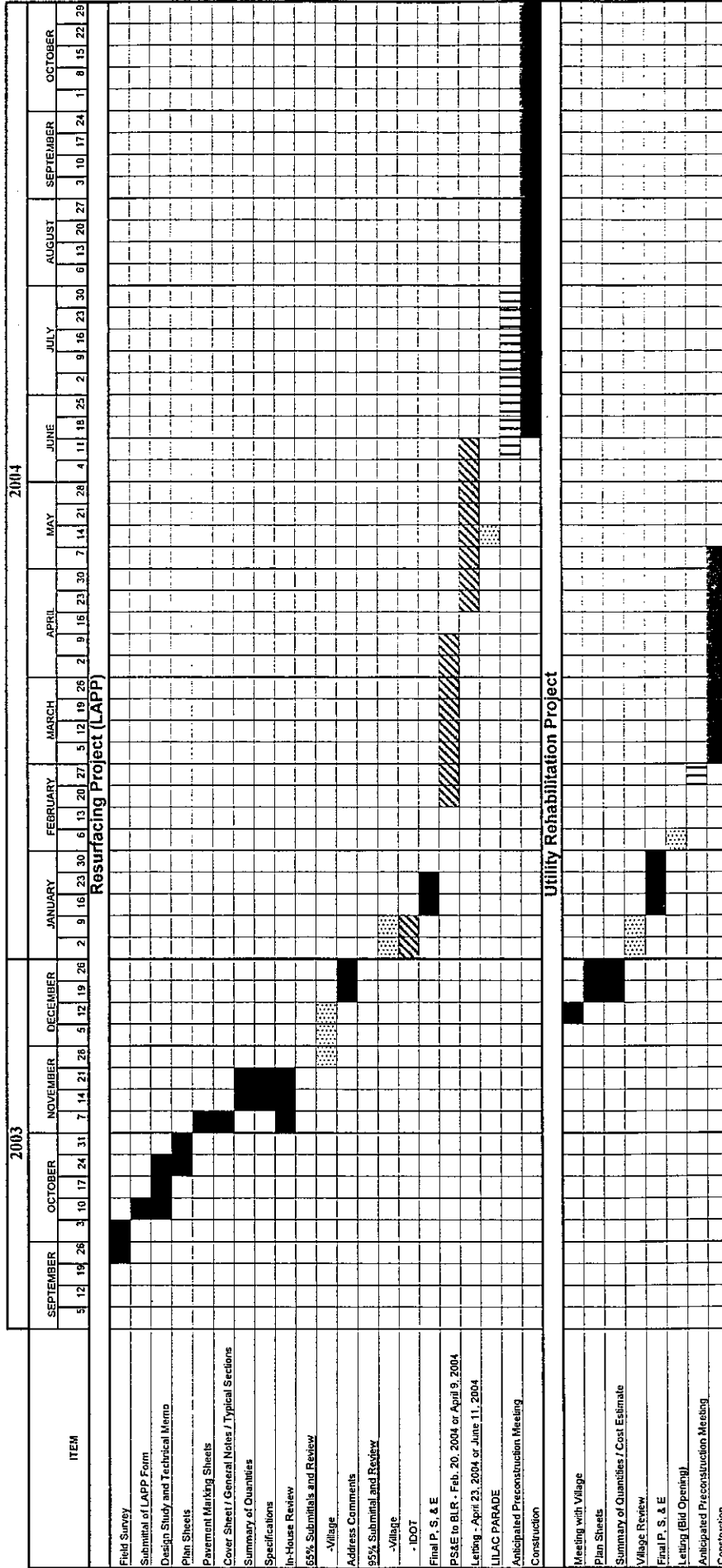
(b) A2 - Vehicle Expense (\$25/day)

A3 & B4 - Printing Expenses

(c) 33% of Payroll

Village of Lombard
 Main Street LAPP Resurfacing Project / Utility Rehabilitation Project
 Wilson Avenue to St. Charles Road
 Project ST-01-04

PROJECT SCHEDULE



LEGEND

- [Solid black bar] Consultant Controlled Work Task
- [Dotted pattern bar] Village Controlled Work Task
- [Diagonal lines bar] IDOT Controlled Work Task
- [Vertical lines bar] Preconstruction Meeting
- [Horizontal lines bar] Construction