

**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 Hulseberg, Village Manager

**DATE:** October 27, 2009                      (COW) (B of T)                      **Date:** November 5, 2009

**TITLE:** Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad  
DESIGN ENGINEERING

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

**BACKGROUND/POLICY IMPLICATIONS:**

Design and preparation of plans and specifications for Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad as required by the ICC. The Design Engineering Contract is a not-to-exceed amount of \$45,501.39.

**FISCAL IMPACT/FUNDING SOURCE:**

Total Contract Amount: \$45,501.39  
CapProjFd: \$45,501.39  
HTE Project Number: 1016  
PW Project Number: M-10-06

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 Hulseberg, Village Manager  
Through: Carl Goldsmith, Director of Public Works  
From: David A. Dratnol, P.E., Village Engineer  
Date: October 27, 2009  
Subject: Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad  
DESIGN ENGINEERING

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Attached please find a contract, resolution and fee schedule for design engineering services for the Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad project.

This selection was made from the current Design Engineering Short List, which consists of five (5) firms. The proposal was sent to and proposals received from all five (5) firms. Upon review, it was determined that V3 Companies of Illinois, Ltd., is the most qualified firm to serve as design engineer for this project.

The scope and fee were negotiated with V3 Companies of Illinois, Ltd. and agreed to by both parties. The project consists of a railroad interconnect from Elizabeth Street and St. Charles Road control cabinet to the Union Pacific switchgear cabinet. The scope of work includes new and upgraded equipment in the control cabinet, traffic signal modifications, and a Minimum Warning Timing (MWT) study to determine sufficient warning time and to clear queued vehicles when trains approach the Elizabeth Street crossing. The proposed fee is a not-to-exceed amount of \$45,501.39.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of November 5, 2009. If approved, please return one original signed copy to Public Works-Engineering for further processing.

DAD/fsk

**RESOLUTION**  
**R \_\_\_\_\_ 10**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and V3 Companies of Illinois, Ltd. regarding the Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad DESIGN ENGINEERING project as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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 Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 5<sup>th</sup> day of November, 2009.

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

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

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

Approved this 5<sup>th</sup> day of November, 2009.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-10-06

This agreement is made this the 5<sup>th</sup> day of November, 2009, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and V3 Companies of Illinois, Ltd., hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

The preparation and delivery of construction documents for installation of the Elizabeth Street Traffic Signal Interconnect to Union Pacific Railroad and related right of way improvement work.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Design Engineering Request for Qualifications (dated January 11, 2008) consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
  - b. ENGINEER'S Statement of Qualifications (dated January 25, 2008)
  - c. Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad DESIGN ENGINEERING Request for Proposal (dated August 28, 2009)
  - d. ENGINEER'S Proposal (dated September 18, 2009)
  - e. ENGINEER'S Work Effort and Fee Schedule Letter (E-mail dated October 7, 2009)
  - f. Required Certificates and Signatures and Certificate of Insurance
2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services, which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the ENGINEER have hereunto set their hands this the 5<sup>th</sup> day of November, 2009.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

V3 Companies of Illinois, Ltd.

Print Company Name

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 5<sup>th</sup> day of November, 2009.

\_\_\_\_\_  
William J. Mueller, Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

### VILLAGE OF LOMBARD

### ENGINEER'S CERTIFICATION

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

Elizabeth St. Traffic Signal Interconnect to Union Pacific Railroad DESIGN ENGINEERING Project to the Village of Lombard, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of ENGINEER

Subscribed and sworn to  
before me this the \_\_\_\_\_  
day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

**V3 Companies**  
**Fee Estimate - Elizabeth Street Traffic Signal Interconnect to Union Pacific Railroad**  
**Village of Lombard, IL**

Personnel & Hours												
	PD	PM	PE	T	Survey PD	Survey PM	Survey Chief	Survey I/O	Survey Tech	Total Hours	% of Hours	Total Cost
Rate	\$72.00	\$50.50	\$31.25	\$30.60	\$49.33	\$45.06	\$30.00	\$20.60	\$22.00	6	3.4%	\$186.20
Task A			4	2	5	8	32	14	20	79	45.4%	\$2,295.53
Task B			32	12						52	29.9%	\$1,814.20
Task C			4	8						37	21.3%	\$1,268.80
Task D			24									
Task E			60	22	5	8	32	14	20	174	100%	
Subtotal	3	10	60	22	5	8	32	14	20			
% of Hours	1.7%	5.7%	34.5%	12.6%	2.9%	4.6%	18.4%	8.0%	11.5%			
Cost	\$216.00	\$505.00	\$1,875.00	\$673.20	\$246.65	\$360.48	\$960.00	\$288.40	\$440.00			\$5,564.73
Task A	3	9	60	84						156	75.0%	\$5,115.90
Task B		8	16							24	11.5%	\$904.00
Task C		4	12							16	7.7%	\$577.00
Task D		4	8							12	5.8%	\$452.00
Task E		25	96	84	0	0	0	0	0	208	100%	
Subtotal	3	25	96	84	0	0	0	0	0			
% of Hours	1.4%	12.0%	46.2%	40.4%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cost	\$216.00	\$1,262.50	\$3,000.00	\$2,570.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$7,048.90
Task A		2	2							4	15.4%	\$163.50
Task B		6	6							12	46.2%	\$490.50
Task C		2	2	2						4	15.4%	\$162.20
Task D		2	2	2						4	15.4%	\$162.20
Task E		2	2							2	7.7%	\$101.00
Task E		2	2							2	7.7%	\$101.00
Subtotal	0	14	8	4	0	0	0	0	0	26		
% of Hours	0.0%	53.8%	30.8%	15.4%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cost	\$0.00	\$707.00	\$250.00	\$122.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,079.40
Task A	1	8	4							9	47.4%	\$476.00
Task B		2	2							6	31.6%	\$226.00
Task C		4	4							4	21.1%	\$202.00
Task D		2	2							4	21.1%	\$202.00
Subtotal	1	14	4	0	0	0	0	0	0	19	100%	
% of Hours	5.3%	73.7%	21.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cost	\$72.00	\$707.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$904.00
Task A	2	2								4	25.0%	\$245.00
Task B	2	2								4	25.0%	\$245.00
Task C	2	2								4	25.0%	\$245.00
Task D	2	2								4	25.0%	\$245.00
Subtotal	8	8	0	0	0	0	0	0	0	16		
% of Hours	50.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
Cost	\$576.00	\$404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$980.00
Total Hours	15	71	168	110	5	8	32	14	20			\$15,577.03
Total Costs	\$1,080.00	\$3,585.50	\$5,250.00	\$3,366.00	\$246.65	\$360.48	\$960.00	\$288.40	\$440.00			\$45,173.39
Multipplier	2.90											\$28.00
Direct Costs												\$45,501.39
Total Costs												\$45,501.39

**Project Multiplier:**  
 Overhead: 1.63  
 Direct Labor: 1.00  
 Profit (10.3%): 0.27  
**Total 2.90**

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 Overhead: 1.63  
 Direct Labor: 1.00  
 Profit (10.3%): 0.27  
**Total 2.90**

**DOT approved overhead rate = 163.00%**

**Direct Costs:** Mileage: \$0.505 per mile x 224 miles = \$113  
 Survey Plats = \$50  
 Estimated reproduction costs = \$165  
 22 x 34 sheets: \$0.14 per sq ft  
 8 1/2 x 11 sheets: \$0.10 per sheet  
 Total Direct Costs = \$328

\*\*does not include costs for prints or copies for internal use\*\*  
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PD = Project Director = David Heslinga, P.E.  
 PM = Project Manager = Mike Reichterik, P.E. PTOE  
 PE = Project Engineer = Dan Sherman  
 T = CADD Technician = Charlie Stoll  
 I/O = Instrument Operator