

**RESOLUTION**  
**R 15- 08**

**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, Inc. regarding the Westmore-Meyers Road LAPP 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 09th day of August, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Moreau & Fitzpatrick

Nays: None

Absent: Trustee Soderstrom

Approved this 09th day of August, 2007.



**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 ST-06-03-B-RE

This agreement is made this 9th day of August, 2007, 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:

### Resident Engineering services for Westmore-Meyers Road LAPP Project

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Request for Qualifications and Request for Proposal (January 18, 2006) consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
  - b. Request for Proposal Dated June 13, 2007
  - c. ENGINEER'S Proposal Dated June 22, 2007
  - d. ENGINEER'S Memo with Work Effort & Fee Dated July 19, 2007
  - e. 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 9th day of August 2007.

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 \_\_\_\_\_, 2007.

Individual or Partnership \_\_\_\_\_ Corporation X.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

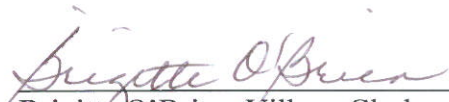
\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 9th day of August, 2007.

  
\_\_\_\_\_  
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)

Westmore-Meyers Road LAPP 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: \_\_\_\_\_  
Officer or Owner of Company named above

Subscribed and sworn to  
before me this \_\_\_ day of \_\_\_\_\_, 2007.

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





## MEMORANDUM

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DATE: July 21, 2007

TO: Dave Dratnol, Village of Lombard (VOL)

FROM: Ed Herlihy, V3 Companies of Illinois (V3)

CC: Paul Kuehnlenz, VOL; Lou Gallucci, V3

RE: Westmore/Meyers Road LAPP Project – Resident Engineering Services

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A meeting was held on July 20, 2007 with the VOL and V3. The attendees at the meeting were:

Dave Dratnol, VOL

Wes Anderson, VOL

Dave Gorman, VOL

Paul Kuehnlenz, VOL

Lou Gallucci, V3

Ed Herlihy, V3

The meeting was held to discuss the Resident Engineering Services contract between the VOL and V3. The discussions and agreements from that meeting are captured in this memorandum.

### Manhours & Fees:

- Manhour and fee schedules were reviewed.
- V3 will revise the draft Schedule of Manhours and Costs which was reviewed at the meeting and submit it for incorporation into the contract. The schedule will include the following:
  - The fee will be approximately \$335,000.00 and will include project staffing through May of 2008.
  - Phone and Black Berry service will be listed separately as reimbursable expenses.
  - Reproduction expense will be added as a reimbursable expense.
  - Delivery charges (FedEx & US Mail) will be added as a reimbursable expense.
  - Vehicle reimbursement will be charged for 1 day when a V3 vehicle is used on the project for 4 hours or more. If a V3 vehicle is used for less than 4 hours, no charges will be invoiced.
  - A revised Work Effort and Fee Schedule will also be submitted.



#### Project Specific Items:

- Staging and scheduling possibilities were discussed based on many variables. The most likely scenario is that the R.W. Dunteman Company (RWD) will attempt to finish all bituminous paving during 2007.
- RWD intends to start work during the week of July 23<sup>rd</sup>, 2007.
- V3 will mark the LAPP project limits at Wilson Avenue as soon as possible.
- Two churches and their schools are within the project limits and will require special attention, especially during the school year.
- Soils may require special handling and procedures at 390± Westmore/Meyers Road and near the intersection of Westmore/Meyers Road and St. Charles Road.
- RWD has listed J.G. Demolition as a concrete subcontractor. V3 will attempt to obtain performance references for this company.
- A private developer is in the plan review process for a development near the intersection of Westmore/Meyers Road and 18<sup>th</sup> Street. This project may include traffic signal work.

#### Miscellaneous Items:

- V3 will update and deliver to the VOL a list of known work in the VOL with clients and project locations.
- V3 will deliver to the VOL a signed and sealed Proposal Form for this project.
- No more than \$20,000.00 in fees can accrue prior to Village Board of Trustee approval of the contract.
- V3 will begin survey work as early as July 21, 2007 in order to record existing pavement elevations prior to RWD beginning work the week of July 23<sup>rd</sup>, 2007.
- This memorandum, the revised Schedule of Manhours and Costs, the revised Work Effort and Fee Schedule, V3's proposal for this project dated June 22, 2007, V3's Shortlist Statement of Qualifications dated January 18, 2007 and a signed and sealed Proposal Form will all be incorporated into the contract for the Westmore/Meyers Road LAPP Resident Engineering contract.

V3 Compaines of Illinois Ltd.  
Westmore Meyers Road LAPP  
REVISED Proposed Work Effort and Fee Schedule

	Personnel & Hours									
	Project/ Quality Manager	Resident Engineer	Field Engineer	Contract Administrator	Shop Dwg. Reviewer	Survey / Layout	Total Hours	% of Hours	Total Cost	Rate
Pre-Construction Phase	16	56	24	45			141	4.1%	\$3,412.00	
Construction Phase	115	480	72	104			771	22.2%	\$24,739.50	
Coordination/Meetings		130	144			32	306	8.8%	\$9,769.00	
Layout		140	64				204	5.9%	\$6,774.00	
Pavement Milling		172	88				260	7.5%	\$8,566.00	
Pavement Patching		32	16		40		88	2.5%	\$3,424.00	
Submittal Review		110	90				200	5.8%	\$6,355.00	
Electrical		32	40			8	80	2.3%	\$2,528.00	
Record Drawing Data Collection		66	88				154	4.4%	\$4,697.00	
Drainage Structures		80	32				112	3.2%	\$3,752.00	
Curb & Gutter	16	200	32				248	7.1%	\$8,876.00	
Public Relations/Communication		40	20				60	1.7%	\$1,980.00	
Pavement Marking		96	80				176	5.1%	\$5,584.00	
Sidewalks		180	208				388	11.2%	\$11,978.00	
Bituminous Paving										
Post-Construction Phase	8	90	40	16			154	4.4%	\$4,697.00	
Coordination		40	32				72	2.1%	\$2,292.00	
Punchlist and Closeout		16	40				56	1.6%	\$1,624.00	
Record Drawings										
Subtotal	155	1960	1110	165	40	40	3470			
% of Hours	4%	56%	32%	5%	1%	1%	100%			
Total Cost	\$7,207.50	\$71,540.00	\$28,860.00	\$5,527.50	\$1,840.00	\$1,600.00			\$116,575.00	
Multiplier	2.75								\$320,581.25	
Direct Costs									\$14,842.50	
<b>Total Cost</b>									<b>\$335,423.75</b>	

Approximate Direct Costs:

Vehicle Expenses:	\$12,960.00
Field Radios/Cell Phones/Black Berry:	\$1,825.00
Reproductions	\$57.50
	<u>\$14,842.50</u>

Overhead = 1.44
Direct Labor = 1.00
Profit = 0.31
Multiplier = 2.75



**Westmore/Meyers Road**  
 Village of Lombard  
 Resident Engineering Services

**REVISED EXHIBIT A - Schedule of Manhours & Costs**  
 Reduced Schedule - Paving complete in 2007 and restoration & miscellaneous work in 2008

Classification	Role	Weighted Hrly Rate	Period Ending												Total Hours	Direct Labor Cost
			8/24/07	9/21/07	10/19/07	11/16/07	12/14/07	1/11/08	2/8/08	3/7/08	4/4/08	5/2/08	5/30/08			
Senior Project Manager	Herithy	\$46.50	32	16	16	10	10	10	10	10	10	10	10	5	155	\$7,207.50
Resident Engineer	Nyce	\$36.50	200	220	220	140	120	160	160	160	160	160	160	180	1960	\$71,540.00
Field Engineer	Benesh	\$26.00	200	220	220	90									1110	\$28,860.00
Design Engineer	Rechtolik	\$46.00	40	20	20	10	5	5	5	5	5	5	5	20	165	\$5,527.50
Documentation	Kagel	\$33.00	20												40	\$920.00
Survey Chief		\$23.00	40												40	\$680.00
Instr. Operator		\$17.00	40												40	\$680.00
												Subtotal Direct Labor =	\$116,575.00			
												Direct Labor x Multiplier =	2.75			
													\$320,581.25			

Vehicles	Days	50	50	50	35	20	20	20	20	20	20	20	15	360	\$12,960.00
Phone/Radio (Field Engr.)	Months	1	1	1	1	1	1	1	1	1	1	1	1	6	\$450.00
Phone/Radio/BlackBerry (RE)	Months	1	1	1	1	1	1	1	1	1	1	1	1	11	\$1,375.00
Full Size Black Line Copy Set	Each	1												1	\$57.50
												Subtotal Direct Costs =	\$14,842.50		
												Total Contract Amount =	\$335,423.75		