

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 27, 2014 (COW) (B of T) **Date:** May 7, 2015

TITLE: N. Broadway Pump Station and Force Main
H&H Design Engineering

SUBMITTED BY: David Gorman, P.E., Assistant Director of PW

BACKGROUND/POLICY IMPLICATIONS:

Contract for the N. Broadway Interim Pump Station & Force Main programmed to be designed during fiscal year of 2015 and constructed in Fiscal Year 2016. The project entails installation of a pump station within an existing wet well, installation of a 36" force main, and a water level sensor.

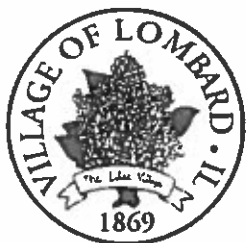
FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$164,312.15
Project Number: SS 15 01 Design Engineering Services
Account: Water/Sewer Capital Reserve: 520.790.715.75420 (\$2,089,750)

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
From: David A. Gorman, P.E., Assistant Director of PW
Date: April 27, 2015
Subject: N. Broadway Interim Pump Station & Force Main Design Engineering Contract

The current Capital Improvement Plan (CIP) has the N. Broadway Pump Station and Force Main programmed to be designed during fiscal year of 2015 and constructed during fiscal year of 2016. The project entails installation of a pump station within an existing wet well and installation of a force main. The project is the first step (interim) in separating sewers that are located within the Gatz Pond watershed.

A Request For Proposal (RFP) was sent to the Village's H&H Design Engineering short list of firms on March 27, 2015. ESI Consultants, LTD. was determined to be the most qualified firm. ESI was the design engineer for the Lift Station Improvement Phase 1 and 2 in the Village of Lombard. The project scope and fee was directly negotiated with ESI and agreed to by both parties.

The scope of work includes final engineering. Included in the engineering work are: topographic survey, design of the pump station and the force main, and design of a water level sensor. The scope of work also includes preparation of bid documents (plans, specifications and engineer's estimate of cost), utility permitting, and participation in a project public information meeting.

This work will be performed for a total not to exceed engineering fee of \$164,312.15. The engineering costs will be paid through the Water and Sewer Capital Reserve Fund. The current CIP budgets \$2,089,750 in FY 2016 for Construction.

Please present this agreement and resolution for the Design Engineering Services to the President and Board of Trustees for their review at their regular meeting of May 7, 2015. If approved, please return two original signed copies of the agreement to Public Works-Engineering for further processing.

RESOLUTION

R _____ 14

**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 ESI Consultants, Ltd. regarding the N. Broadway Interim Pump Station and Force Main 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 7th day of May, 2015.

Ayes: _____

Nays: _____

Absent: _____

Approved this 7th day of May, 2015.

**Keith Giagnorio
Village President**

ATTEST:

**Sharon Kuderna
Village Clerk**

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS-15-01

This agreement is made this 7th day of May, 2015, between and shall be binding upon the VILLAGE of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and ESI Consultants, 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:

Design Engineering Services for the N. Broadway Pump Station and Force Main

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. VILLAGE'S Request for Qualifications for Short-List for H&H Engineering Services Dated December 13, 2013
 - b. Village's Request for Proposal dated March 27, 2015
 - c. ENGINEER'S Proposal Dated April 10, 2015
 - d. ENGINEER'S Work Effort and Fee submittal Dated April 28, 2015
 - 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 the Village President, and the ENGINEER have hereunto set their hands this 7th day of May, 2015.

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:

ESI Consultants, Ltd.

Accepted this _____ day of _____, 2015.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of May, 2015.

Keith Giagnorio
Village President

Attest: _____

Sharon Kuderna
Village Clerk

VILLAGE OF LOMBARD ENGINEER'S CERTIFICATION

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

ESI Consultants Ltd., having submitted a proposal for: N. Broadway Pump Station and Force Main 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 _____, 2015.

Notary Public

Work Effort and Fee Schedule Summary
 Village of Lombard
 N. Broadway Interim Pump Station Forcemain
 Prepared April 28, 2015

Delta Engineering Group, LLC

BASIC SCOPE OF SERVICES	Principal	Senior Project Manager	Senior Project Engineer	Eng 2	Tech 3	Clerical	TOTAL
Electrical and Controls Design							
							-
Coordination with ComEd		1	8				1,444.80
Coordination with Kamp Synergy, LLC		1	8				1,444.80
Coordination with Floo		1	8				1,444.80
Specifications	1	1	24	12			5,524.40
Comments compliance	1	1	8	12	12	4	4,393.20
Cost and Quantities	1	1	12	16			4,057.20
Kick-off meeting			4				638.40
Field Visits (3)			8	16			3,088.80
							22,016.40
Final Plans							-
Symbols Legend, Abbreviations and General Notes			4	8	8		2,318.40
Electrical Site plan			6	14	20		4,485.60
Lift Station Power Plan			6	10	20		4,037.60
Power Single Line Diagram			6	10	4		2,489.60
Lift Station Control Module Plan and Details			6	14	20		4,485.60
Control Schematic Diagrams			6	14	20		4,485.60
SCADA and Instrumentation			6	14	20		4,485.60
Panel Schedule and Conduit And Cable Schedule			6	2	18		2,945.60
Site Lighting			2	4	2		963.20
Details			6	22	4		3,813.60
							-
							34,490.40
							-
QC/QA	2	24					4,396.00
Manhours	5	30	134	168	148	4	
Rate	\$ 65.00	\$ 60.00	\$ 57.00	\$ 40.00	\$ 35.00	\$ 22.00	
Multiplier							
2.5							Total
Design Fee	\$ 910.00	\$ 5,040.00	\$ 21,388.40	\$ 18,816.00	\$ 14,504.00	\$ 248.40	\$ 60,902.80

Reimbursables							
Mileage (5 trips x 72 x \$0.555)							\$ 200.00
							SUBTOTAL
							\$ 200.00
							TOTAL
							\$ 61,102.80



DELTA ENGINEERING GROUP, LLC.

CONSULTING ENGINEERS, CONSTRUCTION MANAGERS, SURVEYORS

• 111 WEST JACKSON BLVD., SUITE 910 • CHICAGO, IL 60604-4099
MAIN: (312) 377-7700 • FAX: (312) 427-6145 • E-MAIL: CONTACT @ DEG-AMERICA.COM

VILLAGE OF LOMBARD

N. BROADWAY INTERM PUMP STATION AND FORCE MAIN

PROJECT NO. SS-15-01

ELECTRICAL SCOPE OF WORK

Delta will do the coordination with ComEd for new electric service 480V, 3PH, 3W with sufficient capacity for the pump station. If the village want to consider new service adequately sized for the ultimate design requirements, then Delta will need ultimate design condition electrical loads from mechanical.

The electrical will include motor control center in coordination with FLOLO and Kamp synergy LLC for SCADA and instrumentation. It is anticipated that controls and instrumentation will be similar to that provided for the previously modified lift stations. The design of the controls will incorporate control module with a broad band spectrum radio modem to transmit data from water level sensor at manhole structure on E. Hickory Street and transmitter to transmit data to the transceiver at Pump Station.

A backup gas generator with automatic transform switch will be provided for meeting emergency of power outage in stormy conditions.

Motor control cabinet will include variable frequency drive for soft start and speed control, SCADA control, power and automatic transfer switch.

Delta will prepare electrical drawings comprising single line diagram, control schematics, electrical power plan, conduit and wire schedule and grounding plan.

For site/security lighting; Village of Lombard will provide light pole, mast arm and Luminaire. Delta will design power to the light pole and foundation for light pole.



Services will not include in Delta Scope:

Mass reproduction of drawings/design documents.
Design alternatives.
Feasibility Studies, Conducting Investigations.
Construction management services are not included.



April 29, 2015

Via e-mail: Amalone@esiltd.com

Mr. Tony Malone
 ESI CONSULTANTS
 1979 N. Mill Street, Suite 100
 Naperville, IL 60563

RE: Proposal for Professional Land Surveying Services
 Lombard N. Broadway Interim Pump Station Project
 Compass Proposal Number: 15-192 (Revised from 4/21/15)

Dear Tony:

Thank you for the opportunity to provide this proposal for professional land surveying services. Below please find an itemization of services along with associated fees:

Limits of Road Topography:

- See Exhibit

Scope of Services:

- Datums: Horizontal – NAD83 State Plane Vertical – NAVD88 or other specified by engineer
- Locate and field measure available property corners within survey area;
- Obtain 'spot' elevations at 50 foot intervals including high and low points throughout survey area;
- Establish/set 4 site benchmarks within survey area;
- Field measure and locate all visible utilities within survey area;
- Obtain invert elevations and pipe sizes of all surveyed manhole structures (Note: Survey personnel cannot enter manhole structures);
- Provide topographic data 10 feet past right-of-way lines ;
- Locate all trees along Grace and Hickory. Locate line of trees along south curb & shrub line along N. Broadway;
- Locate and obtain rim and invert of storm structure at intersection of Hickory & Craig Place;
- Right-of-ways will be shown based on monuments found in the field and existing maps and records. This information will be reviewed by a professional land surveyor and shown on the drawing for reference.
- Provide base drawing for all topographic information (plan view)
- Provide electronic file of plan view including TIN with files.

Survey Budget:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>CHARGE</u>
1) PLS/Project Manager	Research, ROW analysis, project management	8	\$110	\$880.00
2) 2-Man Survey Crew	Set control, perform boundary, topo field work, reconnaissance, prepare notes, project set up	35	\$170	\$5,950.00
3) Sr. Cad Tech	Prepare preliminary and final survey documents	22	\$90	\$1,980.00
4)	Admin	N/A	N/A	\$100.00
			TOTAL	\$8,910.00

MEASURING THE WORLD AROUND US SINCE 1983

Storm System Chambers (Gatz Pond)

Compass Surveying will contract with American Surveying & Engineering, P.C. to provide the following service:

Obtain dimensions / inverts for up to 4 structures to be accessed via aluminum hatches or standard manhole covers.

The fees for this work assume that the Village will have the structures pumped out prior to commencement of work. Any downtime or extra work will be billed on a time and materials basis per the hourly rates listed in the fee schedule.

Fee Schedule:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>CHARGE</u>
1) 2-Man Survey Crew	Access and measure structures	16	\$165.00	\$2,640.00
2) CAD / Calcs	Process Data	6	\$85.00	\$510.00
3) PLS / PM	Review	4	\$175.00	\$700.00
4)Admin		1	\$45.00	\$45.00
				\$3,895.00*

*** Budget not to exceed \$3,895.00**

At this time, we can complete this project within 3 weeks of authorization to proceed of authorization to proceed.

To indicate your authorization of this proposal, please sign the acceptance block below and return via e-mail to admin@clsurveying.com or fax at 630.820.7030. This proposal is valid for 45 days.

If you have any questions, please feel free to contact me.

Yours truly,



Scott C. Krebs, PLS
Vice President

SCK/hmb
Attachment(s)

Accepted By:	_____
	(Signature)
Print Name:	_____
Date:	_____
Invoice To:	_____



300 ft

S Grace St

S South Crossway

Sumbard Ave

Prairie Path - Main St

Frank St

Google earth

© 2015 Google

COMPASS SURVEYING LTD
GENERAL CONDITIONS (Rev. 09/25/07)

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing. The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract. Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising our of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

Date: _____

Client Initials: _____



**2015
BILLING RATES**

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$250.00
Principal	\$150.00
Professional Land Surveyor (Deposition / Expert Testimony)	\$200.00
Professional Land Surveyor	\$125.00
Survey Project Manager	\$110.00
Office Surveyor I	\$100.00
Office Surveyor II	\$80.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$130.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$165.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$170.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$195.00
3 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$225.00
3D Scanning* (Includes Scanner, operator, vehicle, all equipment and insurance):	
	Half Day (4 hours) \$1,250.00
	Full Day (8 hours) \$2,000.00
Note: Hourly rate for scanning beyond 4 or 8 hours	\$250.00
Visualization Modeling	\$120.00
CAD Technician	\$ 90.00
Secretarial Services (typing of legal descriptions, reports, benchmark lists)	\$ 65.00
Reimbursable Expenses:	
Overnight Delivery (Local)	\$20.00/Package
Overnight Delivery (National)	Varies by location
Black/White copies 11" x 17"	\$3.50/sheet
Black/White copies 24" x 36"	\$4.00/sheet

***Charged Portal – To – Portal**

FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

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