

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
 For Inclusion on Board Agenda

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: July 23, 2007 (COW) (B of T) Date: August 9, 2007

TITLE: Westmore-Meyers Road LAPP Project
 Resident Engineering

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

BACKGROUND/POLICY IMPLICATIONS:

Please see memo.

FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$335,423.75
 HTE Project Number: 0608
 Account: 7110.809425
 PW Project Number: ST-06-03-B

Review (as necessary):


Village Attorney	X	_____	Date
Finance Director	X	<i>James J. Jackson</i>	Date
Village Manager	X	<i>David A. Dratmol</i>	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 Memorandum

To: William T. Lichter, Village Manager

Through: Wes Anderson, Director of Public Works

 David A. Dramol, P.E., Village Engineer

Date: July 23, 2007

Subject: Westmore-Meyers Road LAPP Project

Attached please find a contract and resolution pertaining to the resident engineering services for the Westmore-Meyers Road LAPP Project.

Of the five short-listed firms that submitted proposals for this project, the Public Works evaluation team concurred that V3 Companies of Illinois, Ltd. of Woodridge is the most qualified firm to serve as resident engineer for the project.

V3 has served as resident engineer for several projects in Lombard. Recent projects include; SA 216 & 218, 22nd Street Reconstruction, and Grace & St. Charles Intersection Reconstruction.

The scope and fee were negotiated with V3 and agreed to by both parties. The not-to-exceed fee for resident engineering services is \$335,423.75.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of August 9, 2007. If approved, please have both signed copies returned to Engineering for further processing.

WBA/PK

cc: File: ST-06-03B
 H:\PWPW-Eng\PROJECTS\Fy2006\ST-06-03 Westmore-Meyers Road Resurfacing\ST-06-03-B
 Westmore-Meyers Rd LAPP\Construction\Engineer\Bot Memo.doc

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: _____

Nays: _____

Absent: _____

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 _____ day of _____, 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.

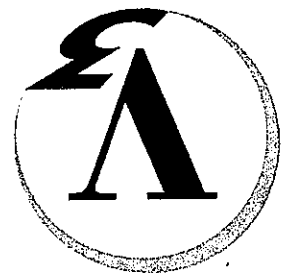
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances
and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(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

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

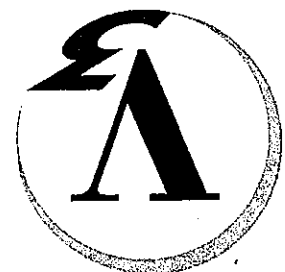
A meeting was held on July 20, 2007 with the VOL and V3. The attendees at the meeting were:

- Dave Dratnol, VOL
- Wes Anderson, VOL
- Paul Kuehnlenz, VOL
- Dave Gorman, 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 of 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 23rd, 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 18th 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 23rd, 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

July 19, 2007

Personnel & Hours									
	Project Quality Manager \$46.50	Resident Engineer \$36.50	Field Engineer \$26.00	Contract Administrator \$33.50	Shop Dwg. Reviewer \$46.00	Survey/Layout \$40.00	Total Hours	% of Hours	Total Cost
Pre-Construction Phase	16	56	24	45			141	4.1%	\$3,412.00
Construction Phase									
Coordination/Meetings	115	480	72	104			771	22.2%	\$24,739.50
Layout		130	144			32	306	8.8%	\$9,769.00
Pavement Milling		140	64				204	5.9%	\$6,774.00
Pavement Patching		172	88				260	7.5%	\$8,566.00
Submittal Review		32	16		40		88	2.5%	\$3,424.00
Electrical		110	90				200	5.8%	\$6,355.00
Record Drawing Data Collection		32	40			8	80	2.3%	\$2,528.00
Drainage Structures		66	88				154	4.4%	\$4,697.00
Curb & Gutter		80	32				112	3.2%	\$3,752.00
Public Relations/Communication	16	200	32				248	7.1%	\$8,876.00
Pavement Marking		40	20				60	1.7%	\$1,980.00
Sidewalks		96	80				176	5.1%	\$5,584.00
Bituminous Paving		180	208				388	11.2%	\$11,978.00
Post-Construction Phase									
Coordination	8	90	40		16		154	4.4%	\$4,697.00
Punchlist and Closeout		40	32				72	2.1%	\$2,292.00
Record Drawings		16	40				56	1.6%	\$1,624.00
Subtotal	155	1960	1110	165	40	40	3470	100%	\$116,575.00
% of Hours	4%	56%	32%	5%	1%	1%			
Total Cost	\$7,207.50	\$71,540.00	\$28,880.00	\$5,527.50	\$1,840.00	\$1,600.00			\$116,575.00
Multiplier	2.75								\$320,581.25
Direct Costs									\$14,842.50
Total Cost									\$335,423.75

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

Approximate Direct Costs:
 Vehicle Expenses: \$12,960.00
 Field Radios/Cell Phones/Black Berry: \$1,825.00
 Reproductions: \$57.50
 \$14,842.50

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	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	6/27/08			
Senior Project Manager	QA/QC	\$46.50	32	16	16	16	10	10	10	10	10	10	10	20	5	155	\$7,207.50
Resident Engineer	R.E.	\$26.50	200	220	220	220	140	120	160	160	160	180	180	180	180	1,960	\$71,540.00
Field Engineer	Inspection	\$26.00	200	220	220	220	90									1,110	\$28,860.00
Design Engineer	Shop Dwgs	\$46.00	40													40	\$1,840.00
Documentation	Doc	\$33.50	20	20	20	20	10	5	5	5	5	20	20	20	165	\$5,527.50	
Survey Chief	Survey	\$23.00	40													40	\$920.00
Instl. Operator	Survey	\$17.00	40													40	\$680.00
												Subtotal Direct Labor =		\$116,575.00			
												Direct Labor x Multiplier =	2.75	\$320,581.25			
Vehicles	Days	\$36.00	50	50	50	50	35	20	20	20	20	20	30	15	360	\$12,960.00	
Phone/Radio (Field Engr.)	Months	\$75.00	1	1	1	1	1	1	1	1	1	1	1	1	6	\$450.00	
Phone/Radio/BlackBerry (RE)	Months	\$125.00	1	1	1	1	1	1	1	1	1	1	1	1	11	\$1,375.00	
Full Size Black Line Copy Set	Each	\$57.50	1												1	\$57.50	
												Subtotal Direct Costs =		\$14,842.50			
												Total Contract Amount =		\$335,423.75			