


Municipality Village of Lombard	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Christopher B. Burke Eng.; Ltd.
Township York				Address 9575 W. Higgins Rd.; Suite 600
County DuPage				City Rosemont
Section 11-00155-00-CH				State Illinois

THIS AGREEMENT is made and entered into this 17th day of February, 2011 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.

Section Description

Name Intersection of Illinois Route 53 and Madison Street

Route FAP 870 Length 0.45 Mi. 2400.00 FT (Structure No.)

Termini Madison St. between IL Rt. 53 and Finley Rd.; IL 53 several hundred feet north and south of Madison St.

Description:

Phase 1 Eng for improving the intersection of IL Rt 53 and Madison St. to include widening and resurfacing of IL Rt 53 with SB left turn and NB right turn lanes, traffic signal, and Madison St. improvements.

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 and 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.
 - 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.

Note: Four copies to be submitted to the Regional Engineer

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 _____ 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 _____ 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 Qualifications and Proposals dated January 25, 2010 and the ENGINEER'S revised Statement of Qualifications and Proposal dated April 20, 2010 shall remain in full force and effect. (These referenced documents are attached and include scope of services, work effort, and fees.) Total compensation amount is not to exceed the amount of \$144,768.96.**

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:

ATTEST: Village of Lombard of the
(Municipality/Township/County)
State of Illinois, acting by and through its

By Brigitte O'Brien Clerk
(Seal) Brigitte O'Brien
Village Clerk

By William J. Mueller
Title William J. Mueller
Village President

Executed by the ENGINEER:

ATTEST: By Michael J. Walsh
Title VP, PHASE I DEPT HEAD

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
ROSEMONT, IL. 60018
By MM
Title EXECUTIVE VP

Approved
<u>03-07-11</u>
Date
Department of Transportation
<u>Denis M. O'Keefe MS</u>
Regional Engineer



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois / 60196-1096
Telephone 847/705-4000

LOCAL ROADS AND STREETS

Motor Fuel Tax – Improvement Resolution

Village of Lombard

Section No.: 11-00155-00-CH

DuPage County

March 7, 2011

Ms. Brigitte O'Brien
Village Clerk
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Dear Ms. O'Brien:

The Resolution for the above-referenced section adopted by the Village President and Board of Trustees on February 17, 2011, received on February 28, 2011, was approved as of March 7, 2011.

This provides for Phase I and Phase II Engineering for improving the intersection of Illinois Route 53 and Madison Street and appropriates \$353,000.00 of Motor Fuel Tax (MFT) Funds for the subject section.

Enclosed is one copy for your records. If you have any questions or need additional information, please contact Marilyn Solomon, Field Engineer, at (847) 705-4407 or via email at Marilyn.Solomon@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Carl Goldsmith, Director of Public Works w/encl.

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