

**RESOLUTION
R13-22**

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Contract between the Village of Lombard, and Robinson Engineering regarding engineering services related to the Downtown Sidewalks East Improvement 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 Contract.

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 Contract as attached hereto.

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

Adopted this 17th Day of February, 2022, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner


Nays: None

Absent: None

Approved by me this 17th Day of February 2022.


Keith T. Giagnorio
Village President

ATTEST:


Elizabeth Brezinski
Village Clerk



Municipal Expertise. Community Commitment.

Michael Spolar, P.E.
Direct line: (708) 210-5696
Email: mspolar@reltd.com

February 7, 2022

Project 15-078.20

Village of Lombard Public Works
1051 Hammerschmidt Avenue
Lombard, Illinois 60148

Attention: Carl Goldsmith
Director of Public Works

RE: St. Charles Road Sidewalk Improvements - East Half

Dear Mr. Goldsmith:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal for professional engineering services to assist the Village of Lombard (VOL) with the design engineering for the St. Charles Downtown Sidewalk Improvements - East Half, Main Street to Grace Street.

PROJECT OVERVIEW

The Village of Lombard has existing paver sidewalks along the north side of St. Charles Road between Main and Grace Streets. The pavers generally end at the radius along most of the intersecting streets. In addition, a paver walkway is also along the south side of St. Charles Road from Main Street to the second Metra parking lot driveway, approximately 550 feet. Over the years, the paver walks have settled and created maintenance issues for Public Works. The Village desires to improve the walkways with a combination of concrete walk and decorative paver surfaces to improve the aesthetics and functionality of this area, similar to the adjacent downtown area. The Village's intent is to maintain the existing roadway curb, with only minimal improvements to address specific damage and/or critical ADA design requirements. The adjacent concrete ribbon curb along the buildings will be removed and this area will be used to fit in a 6-foot wide sidewalk surface, similar to the downtown area. To minimize potential for paver settlement, the pavers will be placed upon a hardscape base (currently anticipated as concrete). Existing trees will remain but the vaults within the project area will be enlarged to 3-foot by 5-foot (36" x 60") to provide a larger work area for Village forestry activities.

As a large segment of the north-side sidewalk is adjacent to the back of curb (Charlotte to Grace), the driveways behind the sidewalk may require regrading on private property to meet ADA sidewalk guidelines. The fire station driveway will be evaluated and modified if needed to meet ADA guidelines with the intent of having detectable warnings on both sides of the driveway.

At the present time, the Village is requesting design engineering to address the eastern portion of the corridor, from Main to Grace Street. The Village desires to complete the design in 2022 with construction of the west and east sections in 2023. The project costs are anticipated to be funded by local TIF funds.

WORK PLAN

Based upon the above described project overview, we have developed the following scope of services:

Data Collection/Topographic Survey

Collection of available data from the Village, including relevant GIS information, water/sewer atlases, service line data, and as-built plans for area utilities and lighting facilities will be performed. Once this data has been collected and reviewed, detailed topographic field survey will be performed. The detailed topographic survey will collect data for the rights-of-way (ROW) within the **project limits** (see below).



Special attention will be provided to building entrances, driveways, and existing curbs, to properly design for ADA requirements. It is envisioned that no utility structure data (i.e. verification of pipe sizes, inverts and connectivity) will be required.

The field survey will be performed under the direction of an Illinois-licensed surveyor typically by an experienced 1-person survey crew utilizing Trimble GPS/GNSS devices along with fully robotic Trimble total stations to establish control and conduct detailed topographic measurements. All electronic field data and existing conditions data will be processed utilizing commercially licensed AutoCAD software.

Public Involvement / Preliminary Design

The layout for the East portion of the St. Charles Road sidewalks will use the sidewalk guidelines developed for the downtown sidewalks. The proposed sidewalk will generally consist of a 6-foot wide concrete sidewalk with a brick paver area between the sidewalk and back of curb. This initial layout will be presented to the Village on base sheets. After acceptance of the layout by the Village, public meeting exhibits will be prepared for use at meetings with local businesses and organizations. The exhibits will include but not limited to aerials, typical sections, and construction staging.

Final Design

Following review and acceptance of the preliminary design by VOL, detailed design plans and bidding documents will be prepared for the proposed improvements. Project Specifications and Special Provisions will also be developed, along with a final Engineer's Estimate of Probable Construction Costs. It is anticipated that the following plan sheets will be prepared at 1" = 20' scale:

- Cover Sheet | Project Location Map
- Summary of Quantities/General Notes (quantities broken by block)
- Typical Cross Sections
- Demolition/Erosion Control Plan

- Detailed Sidewalk Grading Plans
- Plan and Profile
- Storm Water Pollution Prevention Plan
- Decorative Sidewalk/Landscaping Plan
- Construction Details

Final design plans will also be sent to private utility companies to ensure they are aware of the Village's project scope and anticipated schedule. Two 24"x36" and half-scale 11"x17" plan sets will be provided to VOL along with a CD containing electronic copies of project files, drawings and supporting documentation.

Permitting

The proposed project involves the removal and replacement of existing impervious compacted paver walk areas within the Village ROW. The limited removal of some existing tree vaults could be offset by the enlarging of the remaining tree vaults, therefore it is anticipated to result in less than 500 SF of "new" impervious area. Based on this, no stormwater permitting is required under the DuPage County Stormwater Management Ordinance and is not included in the design proposal.

In accordance with the State of Illinois National Pollutant Discharge Elimination System (NPDES) general permit, a Notice of Intent (NOI) will also be submitted to IEPA along with the project's SWPPP, as the disturbances are anticipated to be close to one acre.

Meetings

Project status meetings will be held periodically with the Village to review project status and address questions. It is anticipated that up to three (3) project coordination meetings will be held with Village staff to update project status and discuss improvement alternatives.

Supplemental Services - Clean Construction Debris Disposal (CCDD)

The proposed improvements are limited to paver walkway areas and pedestrian bump-outs in the downtown area. If authorized by a Village Supplement, CCDD testing will be performed with the intent of preparing a LPC-663 to be included in the bid documents.

Some CCDD facilities use "1 year" as an expiration of data in CCDD screening. We recommend gathering the soil samples to be used in the LPC-663 reporting in early summer.

After an initial review of the ERIS database, we suggest a total of seven (7) samples to be gathered via soil borings. Initial soil testing will include VOCs, SVOCs, and RCRA 8 Total Metals. Additional soil testing for RCRA 8 TCLP/SPLP Metals is included in the proposal but will only be performed if the initial results require it.

Engineering Fee

We propose to complete all tasks outlined in the preceding scope of services based on the following breakdown:

TASK CATEGORY	Est. Man-Hrs.	Engineering Fee
Data Collection/Survey/Field Topography	210	\$21,970
<i>Surveyor</i>	48	
<i>Field Crew</i>	112	
<i>CADD</i>	48	
<i>Engineering</i>	2	
Public Meeting	48	\$7,616
<i>CADD</i>	32	
<i>Engineering</i>	16	
Final Design	220	\$29,420
<i>CADD</i>	120	
<i>Engineering</i>	84	
Bid Documents/Bidding	16	\$2,350
<i>Administration</i>	6	
<i>Engineering</i>	10	
TOTAL		\$61,356
Supplemental Services		
Clean Construction Debris Disposal (CCDD) – Robinson Eng.	33	\$5,232
<i>Engineering</i>	33	
Clean Construction Debris Disposal (CCDD) – Performed by Others		\$8,883
<i>Soil Testing Lab (7 Samples)</i>	<i>\$5,083</i>	
<i>Soil Borings performed by Geocon (7 Locations)</i>	<i>\$3,800</i>	
TOTAL		\$14,115

Exclusions:

1. Land acquisition costs, preparation of plats of easements or ROW Dedications (if needed)
2. Permit fees or costs
3. ROW/Easements
4. Specific zoning, deed or land use restrictions or Section 401 park lands
5. Wetlands, floodplains or unsuitable soils
6. Historic preservation or archaeologically significant sites
7. Need for offsite storm sewer extensions
8. Utility redesign including streetlight relocations

This proposal is for Design Engineering only. Construction Engineering, if desired, would be performed under a separate agreement.

Schedule

Following receipt of the signed proposal and Notice to Proceed, we anticipate the topo and design work to take approximately 12 weeks. The inclusion of this work with the construction of the Downtown Sidewalk Improvement is encouraged but these projects can also be built as separate projects.

The attached Standard Terms and Conditions are also part of our proposal. We will commence work immediately upon receipt of a signed proposal. We thank you for the opportunity to continuing to serve you and the Village of Lombard on this project.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Michael Spolar, PE
Senior Engineer
MRS:pc

ACCEPTED:

VILLAGE OF LOMBARD, IL

By _____

Title: Village President

Date: February 17, 2022

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VILLAGE OF LOMBARD, IL



Michael Spolar, PE
Senior Engineer
MRS:pc

By _____

Title: Village President

Date: February 17, 2022

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.