



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Motor Fuel Tax – Engineering Agreement
Village of Lombard
Section No.: 06-00151-00-BR
DuPage County

September 28, 2011

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

Dear Ms. O'Brien:

The Engineering Services Agreement dated June 16, 2011 between the Village and Thomas Engineering Group, Consulting Engineers, in connection with the Motor Fuel Tax (MFT) Construction Improvement designated as the above-referenced section was approved as of September 22, 2011.

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

A handwritten signature in black ink, appearing to read 'C. Holt'.

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

Enclosure

cc: Carl Goldsmith, Director of Public Works w/encl.
Thomas Gill, Thomas Engineering Group, LLC w/encl.

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|------------------------------------|-----------------|--|------------|--|
| Municipality Village of Lombard | LOCAL AGENCY |  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds | CONSULTANT | Name Thomas Engineering Group |
| Township York | | | | Address 238 S. Kenilworth Avenue, suite 100 |
| County DuPage | | | | City Oak Park |
| Section 06-00151-00-BR | | | | State IL, 60302 |

THIS AGREEMENT is made and entered into this 16th day of JUNE, 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 GREAT WESTERN TRAIL Route OFF SYST Length 0.700 KM(0.44 Miles)(Structure No. See below)

Termini APPROX. 400' WEST OF GRACE STREET AND APPROX. 800' EAST OF ST. CHARLES ROAD.

Description

The project consists of the construction of three pedestrian bridges (Grace Street, Union Pacific Railroad, and St. Charles Road) along with associated retaining walls, embankment, and HMA bikepath.

*STRUCTURES: 022-3120, 022-3121, 022-3122, 022-3123

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 improvement 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, Division 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.

Note Four copies to be submitted to the Regional Engineer

- 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 easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

- and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. SEE EXHIBIT 1:
To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

~~Schedule for Percentages Based on Awarded Contract Cost~~

| Awarded Cost | Percentage Fees | |
|---------------------------|----------------------------|------------|
| Under \$50,000 | _____ | (see note) |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. Direct Labor Multiple Fee
2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

(SEE Average Hourly Rates Schedule)

| Grade Classification of Employee | Hourly Rate |
|---|--------------------|
| Principal Engineer | _____ |
| Resident Engineer | _____ |
| Chief of Party | _____ |
| Instrument Man | _____ |
| Rodmen | _____ |
| Inspectors | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until Dec 31, 2014. In event the services of the ENGINEER extend beyond Dec 31, 2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to 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 based on the above fee schedule and 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 (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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 improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 160.5 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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 160.5 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. 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.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the 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 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 the 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.
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

VILLAGE OF LOMBARD of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Barbara A. Johnson
DEPUTY VILLAGE Clerk
(Seal)

By [Signature]
Title:

Executed by the ENGINEER:

Thomas Engineering Group, LLC

ATTEST:

By [Signature]
Title: Kevin VanDeWoestyne, Principal

[Signature]
Title: Thomas Gill, President

Approved

09-22-11

Date

Department of Transportation

Devin M. O'Keefe MS

Regional Engineer



ROUTE GREAT WESTERN TRAIL

Average Hourly Project Rates

Date 07/18/11

Consultant THOMAS ENGINEERING GROUP, LLC

Sheet 1 OF 1

| Payroll Classification | Avg Hourly Rates | Total Project Rates | | | CONSTRUCTION | | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
|--------------------------|------------------|---------------------|-------------|----------------|--------------|-------------|----------------|----------|-----------|---------------|----------|-----------|---------------|----------|-----------|---------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | | | | | | | | | |
| Project Principal | \$69.18 | 15 | 0.16% | 0.11 | 15 | 0.16% | 0.11 | | | | | | | | | |
| Project Manager | \$56.42 | 105 | 1.11% | 0.63 | 105 | 1.11% | 0.63 | | | | | | | | | |
| Assistant Engineer | \$44.23 | 2820 | 29.83% | 13.19 | 2820 | 29.83% | 13.19 | | | | | | | | | |
| Assistant Manager | \$50.95 | 54 | 0.57% | 0.29 | 54 | 0.57% | 0.29 | | | | | | | | | |
| Construction Eng | \$28.86 | 2520 | 26.66% | 7.69 | 2520 | 26.66% | 7.69 | | | | | | | | | |
| Senior Construction Tech | \$39.22 | 1840 | 19.46% | 7.63 | 1840 | 19.46% | 7.63 | | | | | | | | | |
| Construction Tech | \$28.81 | 1260 | 13.33% | 3.84 | 1260 | 13.33% | 3.84 | | | | | | | | | |
| Design Tech | \$31.02 | 320 | 3.38% | 1.05 | 320 | 3.38% | 1.05 | | | | | | | | | |
| Intern | \$20.00 | 520 | 5.50% | 1.10 | 520 | 5.50% | 1.10 | | | | | | | | | |
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| | | 0 | | | | | | | | | | | | | | |
| TOTALS | | 9454 | 100% | \$35.53 | 9454 | 100% | \$35.53 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 |

Thomas Engineering Group, LLC Work Schedule of Personnel & Hours

| | Project Principal | Project Manager | QA Engineer | Resident Engineer | Assistant Resident Engineer | Field Technician | Field Technician | Field Technician | Survey Technician | Intern | Total Hours | % of Hours | Total Cost |
|------------------------------|-------------------|-------------------|-------------------|---------------------|-----------------------------|--------------------|--------------------|-------------------|--------------------|--------|-------------|---------------------|---------------------|
| | \$69,1833 | \$56,4200 | \$50,9493 | \$44,2255 | \$28,8556 | \$39,2175 | \$28,8094 | \$31,0209 | \$20,0000 | | | | |
| Average Rate | | | | | | | | | | | | | |
| Preconstruction | | 20 | 10 | 160 | 160 | | | | | | 350 | 3.7% | \$13,330.86 |
| Layout | | | | 80 | 100 | | | 200 | | | 380 | 4.0% | \$12,827.78 |
| Public Relations | | 20 | | 400 | 400 | | | | | | 820 | 8.7% | \$30,360.81 |
| Inspection | | | | 1260 | 1100 | 1160 | 820 | | | 440 | 4780 | 50.6% | \$165,381.20 |
| Documentation/Administration | 15 | 45 | 36 | 700 | 560 | 480 | 440 | | | 80 | 2356 | 24.9% | \$85,628.30 |
| Record Drawings | | | | 60 | 40 | 40 | | | | | 140 | 1.5% | \$5,376.45 |
| Post-Construction/Closeout | | 20 | 8 | 160 | 160 | 160 | | | | | 628 | 6.6% | \$23,226.27 |
| Subtotal | 15 | 105 | 54 | 2820 | 2520 | 1840 | 1260 | 320 | | 520 | 9454 | | |
| % of Hours | 0.16% | 1.11% | 0.57% | 29.83% | 26.66% | 19.46% | 13.33% | 3.38% | | 5.50% | | 100% | |
| Total Cost | \$1,037.75 | \$5,924.10 | \$2,751.26 | \$124,715.85 | \$72,716.00 | \$72,160.20 | \$36,299.81 | \$9,926.70 | \$10,400.00 | | | | \$335,931.68 |
| Multiplier 2.605 | | | | | | | | | | | | Direct Costs | \$875,102.01 |
| | | | | | | | | | | | | Total Cost | \$911,722.01 |

| | |
|---------------------------|--------------|
| Project Multiplier | 1.275 |
| Overhead | 1.000 |
| Direct Labor | 0.330 |
| Profit @ 14.5% | 2.605 |
| Total | 2.605 |

| | | | |
|----------------------|----------|------------------------------|-------------|
| Direct Costs: | Premium | 340 hours of OT @ \$18/hr | \$6,120.00 |
| | Phones | 50 Months @ \$70/month | \$3,500.00 |
| | Vehicles | 1100 Vehicle Days @ \$20/day | \$22,000.00 |
| | GPS | 10 Months @ \$500/Month | \$5,000.00 |

**RESOLUTION
R 10-12**

**A RESOLUTION AUTHORIZING AN AGREEMENT
Great Western Trail Bridges – Resident Engineering**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Thomas Engineering Group, LLC. regarding the Great Western Trail Bridges – Resident Engineering as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said 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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.


Adopted this 16th day of June, 2011, pursuant to a roll call vote as follows:

Ayes: Trustees Gron, Giagnorio, Wilson, Breen, Fitzpatrick and Ware


Nays: None

Absent: None

Approved by me this 16th day of June, 2011.


William J. Mueller
Village President

ATTEST:


Brigitte O'Brien
Village Clerk