

**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:** William T. Lichter, Village Manager

**DATE:** August 9, 2004 (COW) (B of T) **Date:** August 19, 2004

**TITLE:** North Avenue Reconstruction  
Resident Engineering  
Contract Amendment #2

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

**BACKGROUND/POLICY IMPLICATIONS:**

Please see attached memo.

**FISCAL IMPACT/FUNDING SOURCE:**

\$307,874.00 Amended Contract Amount (\$30,089.00 Increase)

~~Street Maintenance Fund~~ *Capital Projects Fund*

HTE Proj: 0315 PW Proj: ST-89-17

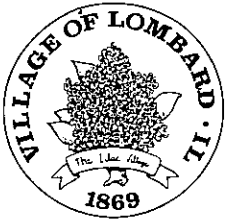
HTE Acct: ~~7301.755660~~ *7110.809425*

P.O.: 044692

Review (as necessary):

Village Attorney X	_____	Date _____
Finance Director X <i>David Leonard Flood</i>	_____	Date <i>8/10/04</i>
Village Manager X <i>William T. Lichter</i>	_____	Date <i>8/10/04</i>

**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 Memo

**To:** William T. Lichter, Village Manager  
**From:** David A. Dratnol, P.E., Village Engineer *DAE*  
**Date:** August 9, 2004  
**Subject:** North Avenue Reconstruction  
Resident Engineering Contract Amendment #2

---

Attached please find a contract amendment in the amount of \$30,089.00 for additional construction observation and documentation time for Village related items. This contract amendment increases the upper limit of compensation to \$307,874.00. Burns & McDonnell is the firm observing the State's contractor as they work on the Village's underground utilities and on the associated proposed frontage roads. Burns & McDonnell also serves as an intermediary between the State, its contractor and Village residents.

Construction activity by the State's contractor will extend into October, 2004 (the work is slated to be substantially complete in September). The original completion date was November 31, 2003. The first contract amendment covered the extension of time to July 31, 2004. The attached memo from Burns & McDonnell summarizes expenditures to date and work effort necessary to complete the job.

Please present this contract amendment to the President and Board of Trustees for their review and approval at their regular meeting on August 19, 2004. If approved, please have two signed copies returned to Engineering for further processing.

c: File: ST-89-17

Note: At this time, the engineer is executing the original contracts. They will be forwarded to the Clerk upon their receipt.

**RESOLUTION**  
**R \_\_\_\_\_ 05**

**A RESOLUTION AUTHORIZING**  
**AMENDMENT OF A PROFESSIONAL**  
**SERVICES CONTRACT**

**WHEREAS**, the Board of Trustees of the Village of Lombard on August 15, 2002 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Burns & McDonnell; and

**WHEREAS**, an amendment to said contract is required to legally bind the parties; and

**WHEREAS**, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

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 President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Burns & McDonnell substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 19th day of August, 2004.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 19th day of August , 2004.

**ATTEST:**

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

\_\_\_\_\_  
**Barbara Johnson**  
**Deputy Village Clerk**

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

**AGREEMENT TO AMEND A CONTRACT**

**THIS AGREEMENT** made and entered into this 19th day of August, 2004, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **BURNS & MCDONNELL ENGINEERING CO.** (the "CONSULTANT").

**WHEREAS**, on August 15, 2002 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the North Avenue Construction Observation; and

**WHEREAS**, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

**NOW, THEREFORE**, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

**SECTION 1:** The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S July 13, 2004 letter.

**SECTION 2:** The aforementioned contract shall be amended to show a contract sum not to exceed \$307,874.00.

**SECTION 3:** All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

ATTEST:

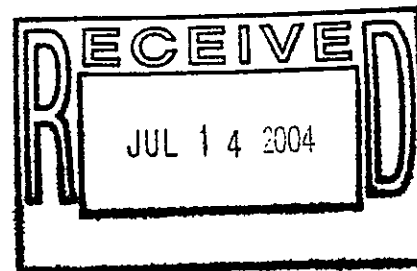
By: \_\_\_\_\_  
Deputy Village Clerk

and **BURNS & MCDONNELL  
ENGINEERING CO.**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



July 13, 2004

Mr. David Dratnol  
Village Engineer  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, Illinois 60148

**Addendum 2 to Contract for Resident Engineering Services  
North Avenue Reconstruction Project**

Dear Mr. Dratnol:

Burns & McDonnell is submitting this request to increase the upper limit of compensation for the above referenced assignment. The following factors were not anticipated during the original contract negotiations, which have lead to this increase in cost:

- Contract duration has been lengthened for a second time. Harry Kuhn has been granted a time extension by IDOT. Construction activities will continue into October 2004. Burns & McDonnell's amended contract identified a July 2004 completion.
- The Resident Engineering activities related to the Village's interest will be impacted by the above referenced extension of time.
- Roadway work occurring during this time period will be adjacent to property lines and will effect the residents of the village.
- Punchlist activities relating to the village infrastructure will be identified and completed within this time period.

Burns & McDonnell respectfully request that the upper limit of compensation of the project be modified from \$277,785.00 dollars to \$307,874.00 dollars. This is an increase of \$30,089.00 dollars and will revise the completion date from July 2004 to the end of October 2004. Part-time utilization of staff has been scheduled to minimize the cost. Burns & McDonnell will utilize Mr. Campbell's services on the Highland Avenue Project so that he can respond quickly to the needs of the village. A summary of cost is attached for your review.

We are very excited with the opportunity to continue to work with the Village. Should you have any questions regarding our proposal or if you need additional information, please call me at 630-990-0302, extension 227.

Sincerely,

**BURNS & MCDONNELL ENGINEERING CO.**

Michael J. Folta, PE  
Project Manager  
Cc:file

---

---

---

Village of Lombard  
 North Avenue Addendum 2  
 Work Effort  
 July 13, 2004



	Const. Manager	Proj. Engineer	Home	Home	Home
Rate*	\$52.21	\$28.97			
Preconstruction Activities (files, etc.)		0	0	0.0%	\$0.00
Preconstruction Meeting		0	0	0.0%	\$0.00
Review and monitor construction schedule		318	318	90.9%	\$9,212.46
Respond to Residents Concerns		32	32	9.1%	\$927.04
Weekly Observation / Weekly Report		0	0	0.0%	\$0.00
Close Out Activities		0	0	0.0%	\$0.00
Survey					\$0.00
Technical Support for Material Issues					\$0.00
Project Management / Admin	0			0.0%	\$0.00
Subtotal	0	350	350		
% of Hours	0.0%	100.0%		100.0%	\$10,139.50
Total Direct Labor					2.80
Multiplier					\$1,698.00
Direct Costs					\$30,088.60
Total Costs					\$30,088.60

\* Rate = total cash compensation for employee

Expense Breakdown

Vehicle Expenses*	43 Days @ \$36.	\$1,548.00
Survey (Verification)		\$0.00
Survey Supplies		\$0.00
Office Supplies		\$0.00
Photos		\$0.00
Mobile Communications**	2 Months	\$150.00
Postage / Repro		\$0.00
<b>TOTAL OF DIRECT COSTS</b>		<b>\$1,698.00</b>



