

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: David A. Hulseberg, Village Manager

DATE: October 26, 2011 (COW) (B of T) **Date:** November 3, 2011

TITLE: Lift Station Improvements, Phase 1
Resident Engineering Contract

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

BACKGROUND/POLICY IMPLICATIONS:

Resident Engineering (construction inspection) services for a project that will assist in alleviating storm water related issues at six lift station sites (Vista Pond, Grace/Central, Kenilworth, Olde Towne, Cambria and Elizabeth/Morris).

FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$91,576.52
Funding: Water/Sewer Capital Reserve
Account#: 7901.809425
PW Project Number: SAN-11-03
HTE Project Number: Vista Pond (1124) = \$16,715.35 Grace/Central (1126) = \$13,736.10
 Kenilworth (1127) = \$13,926.92 Olde Towne (1129) = \$11,339.89
 Cambria (1130) = \$14,250.47 Elizabeth/Morris (1131) = \$21,607.79

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ 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.



To: David Hulseberg, Village Manager
Through: Carl S. Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: October 26, 2011
Subject: Lift Station Improvements, Phase 1
Resident Engineering Contract

Attached please find a resolution, contract, and fee schedule for resident engineering services regarding proposed improvements at six (6) different lift station sites (Vista Pond, Grace/Central, Kenilworth, Olde Towne, Cambria and Elizabeth/Morris).

A request for proposal solicitation letter was sent to a total of eight (8) firms who are currently either on the Resident Engineering or Hydraulic and Hydrology Engineering Short-List. Four (4) of the eight (8) firms responded. Upon review, it was determined that ESI Consultants, Inc. (ESI) was the most qualified firm to serve as resident engineer for this project.

ESI is currently under contract with the Village providing design engineering services for the Great Western Trail Lighting project.

The scope of resident engineering services for the Lift Station Improvements, Phase 1 project includes construction surveying and staking, inspection of construction (site work, generator, panel and pump installation), oversight of the start-up for each station and project documentation (preparing record drawings, review and commenting on the new operation and maintenance manuals, keeping a daily diary and preparing inspection reports.)

The scope and fee were negotiated with ESI and agreed to by both parties. This work will be performed for a not-to-exceed fee of \$91,576.52. The engineering costs will be paid for using Water and Sewer Capital Reserve fund.

Staff recommends award of the resident engineering services contract to ESI in the amount of \$91,576.52. Please present this agreement and resolution to the Board of Trustees for their review at their regular meeting of November 3, 2011. If approved, please return one original signed copy to Public Works-Engineering for further processing

Attachments: Contract, Fee Schedule
DAD/rgs

R E S O L U T I O N
R _____ 12

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 ESI Consultants, Inc. regarding the Resident Engineering Services for the Lift Station Improvements, Phase 1 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 3rd day of November, 2011.

Ayes: _____

Nays: _____

Absent: _____

Approved this 3rd day of November, 2011.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER SAN-11-01

This agreement is made this the 3rd day of November, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and ESI Consultants, 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:

Provide Resident Engineering services for the Lift Station Improvements, Phase 1 project.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Resident Engineering Request for Qualifications (dated January 25, 2010) consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. ENGINEER'S Statement of Qualifications (dated February 12, 2010)
 - c. Lift Station Improvements, Phase 1 letter requesting proposals (dated September 16, 2011)
 - d. ENGINEER'S Proposal (dated October 11, 2011)
 - e. ENGINEER'S Work Effort and Fee Schedule Letter (dated October 21, 2011)
 - f. 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 the 3rd day of November, 2011.

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:

ESI Consultants, LTD.
Print Company Name

Accepted this _____ day of _____, 2011.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 3rd day of November, 2011.

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)

The Lift Station Improvements, Phase 1 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: _____
Authorized Agent of ENGINEER

Subscribed and sworn to
before me this the _____
day of _____, 2011.

Notary Public

ESI Consultants, Ltd. Work Schedule of Personnel & Hours

	PROJECT PRINCIPAL	PROJECT MANAGER	TECHNICIAN 3	ADMINISTRATIVE ASSOCIATE 3				Total Hours	% of Hours	Total Cost	
Rate	\$70.00	\$65.10	\$26.65	\$31.50							
Resident Engineering											
Site Preparation, Utility Service Coordination, Concrete, Underground (25 days)		24	80					104	12.7%	\$3,694.40	
Olde Towne (17 days)		12	32					44	5.4%	\$1,634.00	
Cambria (17 days)		12	30					42	5.1%	\$1,580.70	
Vista Pond (25 days)		16	48					64	7.8%	\$2,320.80	
Elizabeth/Morris (30 days)		20	40					60	7.3%	\$2,368.00	
Grace and Central (40 days)		24	56					80	9.7%	\$3,054.80	
Kenilworth (40 days)		24	56					80	9.7%	\$3,054.80	
Cleanup, restoration and punch list (77 days)		16	80					96	11.7%	\$3,173.60	
Record Drawings		4	32					36	4.4%	\$1,113.20	
Project Closeout		24	80					104	12.7%	\$3,694.40	
								0	0.0%	\$0.00	
								0	0.0%	\$0.00	
Administration											
Preconstruction Meeting Preparation, Facilitating and Minutes		12	4					16	1.9%	\$887.80	
Project folders setup and review of documents		4	8					12	1.5%	\$473.60	
Administration, Coordination with Village staff	16							16	1.9%	\$1,120.00	
Invoicing		8		4				12	1.5%	\$646.80	
Progress Meetings (est 10)		24	20					44	5.4%	\$2,095.40	
Review construction schedule		4	8					12	1.5%	\$473.60	
Direct Costs								822	100.0%	\$91,576.52	
Total											
Subtotal	16	228	574	4	0	0	0	822			
% of Hours	2%	28%	70%	0%	0%	0%	0%		100%		
Total Cost	\$1,120.00	\$14,842.80	\$15,297.10	\$126.00	\$0.00	\$0.00	\$0.00			\$31,385.90	
Multiplier	2.80	ESI chooses to use a 2.8 multiplier									\$3,696.00
Total Direct Costs										\$91,576.52	
Total Cost											
Multiplier Equation	Project Principal - Joe Chiczewski, P.E.										
Overhead = 1.4975	Project Manager - Tony Malone, P.E.										
Direct Labor = 1.00	Technician 3- Kent Williams										
Profit = 0.37 per IDOT form											
Multiplier = 2.87											