

DISTRICT – Unincorporated

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 Hulseberg, Village Manager

DATE: November 7, 2012 (COW) (B of T) **Date:** November 15, 2012

TITLE: Madison/IL Rt. 53 Intersection; Phase 1 Design Engineering - Amendment #1

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

BACKGROUND/POLICY IMPLICATIONS:

Additional tasks were performed beyond the scope of the existing contract agreement at the request of the Illinois Department of Transportation in the amount of \$15,793.00. With the approval of this contract amendment, the total design engineering contract is \$160,561.96.

FISCAL IMPACT/FUNDING SOURCE:

Contract Amendment #1: \$15,793.00 Increase
Total Contract Amount w/Amendment: \$160,561.96
 MFT Funds: \$85,561.96
 State Funds: \$75,000.00
HTE Project Number: 0711
PW Project Number: ST-07-06

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.

InterOffice Memo

To: David Hulseberg, Village Manager
From: David A. Dratnol, P.E., Village Engineer
Through: Carl S. Goldsmith, Public Works Director *ag*
Date: November 7, 2012
Subject: Madison and Rt 53 Intersection Phase 1 Design Engineering Amendment No. 1

Attached, please find a "Resolution Authorizing Amendment of a Professional Services Contract" for an engineering design services contract amendment with Christopher B. Burke Engineering, LTD (CBBEL). This agreement provides for additional services related to performing unexpected work required by IDOT, such as complying with their recently created Complete Streets policy and establishing intersection design parameters. Also included is correspondence from CBBEL detailing the additional scope of work, work effort and fee, and two (2) original Preliminary Engineering Service Agreement for MFT Funds for execution. This contract amendment, totaling \$15,793.00, increases the total not-to-exceed contract sum to \$160,561.96.

Please present this resolution and amendment to the President and Board of Trustees for their review and approval at their regular meeting on November 15, 2012. If approved, please return a copy of the resolution and amendments to Public Works Engineering for further processing.

RESOLUTION
R_____12

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment to the contract between the Village of Lombard and Christopher B. Burke Engineering, Ltd., regarding the Madison and Rt. 53 Intersection project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by **\$15,793.00**.

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 after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.

Resolution _____

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Adopted this 15th day of November, 2012, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 15th day of November, 2012.

Peter Breen
Acting Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Municipality Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds 1st Supplemental Agreement	C O N S U L T A N T	Name Christopher B. Burke Engineering
Township York				Address 9575 West Higgins Road
County DuPage				City Rosemont
Section IL Route 53 at Madison Street				State Illinois

THIS AGREEMENT is made and entered into this 15th day of November, 2012 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 Illinois Route 53 at Madison Street intersection

Route _____ Length 0.45 Mi. 2,400 FT (Structure No. n/a)

Termini _____

Description:

This 1st Supplemental Agreement addresses additional level of effort required to complete Phase I Engineering for the improvement of IL 53 at Madison Street, and reconstruction of Madison Street from IL 53 to Finley Road.

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

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey 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) That 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) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

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 percent 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: \$15,793 Cost Plus (See Attachment A)	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> <td style="text-align: right;">(see note)</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"> </td> <td style="text-align: right;">%</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"> </td> <td style="text-align: right;">%</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"> </td> <td style="text-align: right;">%</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;"> </td> <td style="text-align: right;">%</td> </tr> </table>	N/A	(see note)		%		%		%		%
N/A	(see note)										
	%										
	%										
	%										
	%										

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

2. To pay for services stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost performing such work plus 276 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or 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.

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 276 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.

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:

_____ of the

(Municipality/Township/County)

ATTEST: State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

9575 West Higgins Road

ATTEST:

Rosemont, Illinois 60188

By _____

By _____

Title _____

Title _____

Approved

Date
Department of Transportation

Regional Engineer



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520



October 23, 2012

Mr. Frank Kalisik
Civil Engineer II
Village of Lombard
Public Works Department
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148

Subject: Illinois Route 53 at Madison; Phase I Engineering Supplement

Dear Mr. Kalisik:

As a result of additional work that has been required to complete Phase I Engineering for the subject project, we are requesting an increase in the Phase I Engineering. The pre-final Project Development Report (PDR), Intersection Design Study (IDS), and Location Drainage Study (LDS) have been submitted to IDOT for approval, and we anticipate receiving Phase I Design Approval by the end of November.

During the course of Phase I Engineering, additional analysis and coordination was required to secure IDOT approval of the projected traffic volumes to be used for intersection design, and to evaluate pedestrian/bicycle accommodation alternatives to comply with IDOT's Complete Streets policy. Neither of these tasks was anticipated as part of the initial Phase I scope of work.

IDOT provided approval of year 2030 traffic projections as part of the previous feasibility study, which was anticipated to be used for Phase I Engineering or potentially updated 2040 projections from CMAP. However, IDOT required an evaluation as part of Phase I Engineering for year of construction traffic projections since 3R design criteria was being used. This was a somewhat complex task given the current restricted movements at this intersection under current conditions, which required a comparative analysis of historical traffic data when the IL 53 at Madison Street intersection accommodated all movements, with current traffic counts and projects for area roadways including IL 53. Considerable coordination with IDOT and several cycles of review/comment were required to ultimately get IDOT's concurrence with the year 2015 projected traffic volumes for design purposes. The cost associated with the traffic projections analysis was tracked under the IDS task and totaled \$7,483.

An analysis of various pedestrian/bicycle accommodation alternatives, and the cost thereof, was required to achieve IDOT's approval that the project was compliant with Complete Streets requirements. Several alternative scenarios were developed and cost

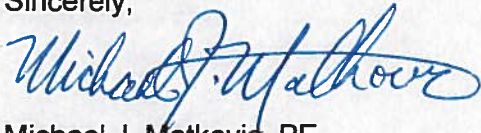
estimates prepared. A Technical Memorandum summarizing the development and comparison of these alternatives was developed and submitted to IDOT for review. Several cycles of review/comment as well as participation in additional FHWA coordination meetings and conference calls was required to gain IDOT's approval. The cost associated with the Complete Streets analysis was tracked under the PDR task and totaled \$10,836.

The requirement for this additional work was documented on the progress reports submitted over the course of Phase I Engineering. Although we were hopeful to absorb the cost of this additional work within the initial Phase I budget, that was not realized. As of October 1st, we have expended \$160,562 on Phase I Engineering which exceeds the initial estimated cost of Phase I Engineering (\$144,769) by \$15,793.

On the above basis, we are requesting an increase of \$15,793 for Phase I Engineering.

If you have any questions regarding this supplement request or require additional information, please contact me at 847/823-0500.

Sincerely,

A handwritten signature in blue ink that reads "Michael J. Matkovic". The signature is fluid and cursive, with the first name "Michael" and last name "Matkovic" clearly legible.

Michael J. Matkovic, PE
Vice President
Head, Phase I Engineering Department

Attachment A
 Madison Street at Illinois Route 53
 Cost Estimate - 1st Supplemental Agreement for Phase I Engineering Services

	Personnel & Hours										Total Hours	% of Hours	Total Cost
	Project Manager (Eng. VI)	Geom. Engineer (Eng. V)	Traffic Engineer (Eng. IV)	Civil Engineer (Eng. III)	Env. Res. Specialist (ERS IV)	Asst CAD Manager (Cad III)	CAD Technician (Cad II)	GIS Specialist (GIS III)					
Rate ¹	\$69.85	\$58.55	\$47.48	\$37.79	\$45.75	\$43.25	\$40.16	\$38.00			0	0.0%	\$0.00
Task 1 - Data Collection											0	0.0%	\$0.00
Task 2 - Mosaics											0	0.0%	\$0.00
Task 3 - Topographic Survey											0	0.0%	\$0.00
Task 4 - Environmental Review/Coordination											0	0.0%	\$0.00
Task 5 - Location Drainage Study											0	0.0%	\$0.00
Task 6 - Roadway Geometry											0	0.0%	\$0.00
Task 7 - Traffic Maintenance Analysis											0	0.0%	\$0.00
Task 8 - Intersection Design Study ²	4	2	5	43							3	42.2%	\$2,372.87
Task 9 - Geotechnical Investigations ²	10	2	4	58							4	57.8%	\$3,349.34
Task 10 - Project Development Report											0	0.0%	\$0.00
Task 11 - Public Involvement											0	0.0%	\$0.00
Task 12 - Project Coordination											0	0.0%	\$0.00
											0	0.0%	\$0.00
											0	0.0%	\$0.00
											0	0.0%	\$0.00
											0	0.0%	\$0.00
Subtotal	14	4	9	101	0	0	0	0			7	135	
% of Hours	10.4%	3.0%	6.7%	74.8%	0.0%	0.0%	0.0%	0.0%			5.2%	100.0%	
Total Cost	\$877.90	\$234.20	\$427.32	\$3,816.79	\$0.00	\$0.00	\$0.00	\$0.00			\$266.00		\$5,722.21
Multiplier ³	2.76												\$15,793.30
Direct Costs ⁴													
Total Cost													\$15,793.30