RESOLUTION R-23-13

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE NORTH MAIN STREET FLOOD CONTROL PROJECT – CONSTRUCTION ENGINEERING SERVICES

WHEREAS, the City of Wheaton, DuPage County, Illinois is desirous of constructing a flood control project for North Main Street at Winfield Creek; and

WHEREAS, the City has received a professional engineering services proposal from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for construction engineering services for the North Main Street Flood Control Project; and

WHEREAS, the City and Christopher B. Burke Engineering, Ltd. have entered into an agreement for professional engineering services, dated September 8, 2010 (City Contract # C 36354); and

WHEREAS, the City and Christopher B. Burke Engineering, Ltd. would like to amend the contract for the engineering services to add construction engineering services as outlined in a proposal dated March 6, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to execute an amendment to a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for construction engineering services for the North Main Street Flood Control Project.

ADOPTED this 18th day of March, 2013.

Mayor

City Clerk

Roll Call Vote

Ayes:	Councilman Suess Councilman Mouhelis Councilman Rutledge Councilman Saline Mayor Gresk Councilwoman Pacino Sanguinetti Councilman Scalzo
Nays:	None
Absent:	None

Motion Carried Unanimously

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

March 5, 2013
Revised March 6, 2013

City of Wheaton
303 West Wesley Street
Wheaton, IL 60189

Attention: Paul Redman, PE, Director of Engineering

Subject: **Proposal for Professional Engineering Construction Observation Services for North Main Street Flood Control Project**

Dear Mr. Redman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services for the North Main Street Flood Control project. Included below you will find our Understanding of the Assignment, Scope of Services and Estimate of Fee. The schedule used as a basis for our work effort is included in the Special Provisions of the Contract and is based on an approximate construction schedule from May 1, 2013 to October 15, 2013.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Wheaton would like to hire a qualified engineering firm to provide construction observation services for the North Main Street Flood Control project to be constructed from May 1, 2013 to October 15, 2013. Quality Control materials testing will be the responsibility of the Contractor. CBBEL will work with and coordinate the QA requirements with a firm contracted directly by the City of Wheaton.

SCOPE OF SERVICES

Our proposal and fee assumes an approximate construction schedule from May 1, 2013 to October 15, 2013.

Task 1 – Preconstruction Services:

1. Attend a pre-construction conference with the contractor, City, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.

2. Conduct utility coordination meetings, as required, to monitor and verify the progress of utility relocations being completed by others as necessary.
3. Obtain and distribute all permits issued for the construction of the project.
4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the City regarding the suitability of the subcontractors for the proposed work.
5. Review the construction schedule submitted by the contractor for compliance with the contract. CBBEL will review the constructability of their plan to insure that the work is being completed in a logical sequence.
6. CBBEL shall document all existing conditions with digital photographs and videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
7. Review the plans and specifications for potential conflicts or problems, so that solutions can be developed prior to construction.
8. Provide information to the City for use in updating project website with construction updates.
9. Prepare project files.

Task 2 – Support for Utility Relocation

1. CBBEL staff will visit the site as necessary to assist in the various utility relocation projects. An estimated effort of 20 hours is included in this task.

Task 3 – Shop Drawing/Mix Design Review

1. Review submittals made by the contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
   a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
   b. Review Contractor's submittals for compliance with contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.

Task 4 – Construction Observation:

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work and reject all work failing to conform to the Contract Documents.
2. Provide on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer and Inspector (if necessary), who shall:
   - Serve as the liaison with the contractor working principally through the contractor's field superintendent.

- Be present whenever the contractor is performing work on-site during the allowed construction periods as detailed above.
- Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the project to facilitate completion of service connections to public utilities and facilities.
- Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
- Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
- Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Prepare any RFC's needed as construction proceeds. Once the contractor submits a proposal, assist the City in their review and provide a recommendation.

3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
4. Except upon written instruction of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the City current safety guidelines.
8. Inspect Traffic Control measures.
9. Meet with area businesses and residents for coordination during the project.
10. Per Part IV.D.4 of the ILR10 NPDES permit, the R.E. will monitor "disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days". NPDES site inspections will be conducted in accordance with the SWPPP. Per Part IV.D.4 of the NPDES permit, the R.E. will also complete this task "within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall."

Site Visits

1. CBBEL structural engineering staff will visit the site (4 hours per visit) to assist the R.E. regarding any issues with the bridge and retaining wall construction. This estimate assumes 4 site visits for ENG III and 1 site visit for ENG V.
2. CBBEL mechanical engineering staff will visit the site (4 hours per visit) to assist the R.E. regarding any issues with the mechanical portion of the work. This estimate assumes 3 site visits for ENG III and 1 site visit for ENG V.

Construction Documentation

1. Keep an inspector's daily report book and project diary, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the City. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the City summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.
6. Per Part IV.D.4.c of the ILR10 NPDES permit, the R.E. will prepare an NPDES report summarizing the scope of the observation site visit, name(s) and qualifications of personnel making the observation site visit, the dates of the site inspection, major observations relating to the implementation of the SWPPP, and actions taken in response to previous observations.. It is the responsibility of the Village to retain the report as part of the SWPPP for at least three years from the date that the permit coverage is terminated and to sign the report in accordance with Part VI.G (Signatory Requirements). Per Part IV.D.4 of the NPDES permit, the R.E. will also complete this task "within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall."

Task 4.1 - Layout and Earthwork QA Survey:

1. Verify initial geometric controls.
2. The contractor is responsible for construction staking and has ultimate responsibility to construct the improvements according to the plans. CBBEL will perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plans.

Task 5 – Post-Construction Services:

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the City and prepare a final list of items to be corrected.
3. Conduct follow-up visits to determine if repairs or restoration is needed.
4. Verify that all items on the final list have been corrected and make recommendations to the City concerning acceptance.
5. Prepare final pay estimate and change order for the City approval.
6. Verify all necessary material inspection information has been received and documented.
7. Review As-Built drawings provided by the Contractor. Provide review comments as necessary for inclusion in Final Record Drawings.

Task 6 - Monthly Environmental Compliance Inspection:

In coordination with the R.E., a CBBEL Senior Environmental Resource Specialist will conduct monthly NPDES site audit and complete an NPDES report. We will assess conditions at the construction site that could impact storm water quality and observe if the BMPs identified in the SWPPP (including de-watering) are operating correctly. We will also review the SWPPP during our site visit. We anticipate additional site visits by our environmental staff in the early stages of construction; therefore have budgeted for 10 Environmental Compliance Inspections.

ESTIMATE OF FEE

Please find below a detailed breakdown of our not-to-exceed fee. This fee is based on the work hours submitted in the proposal.

CONSTRUCTION OBSERVATION TASK	FEE
Task 1 – Pre-Construction Services	$3,672.00
Task 2 – Support for Utility Relocation	$2,760.00
Task 3 – Shop Drawing/Mix Design	$23,284.00
Task 4 – Construction Observation	$186,520.00
Task 4.1 – Layout and Earthwork QA Survey	$5,346.00
Task 5 – Post-Construction Services	$9,476.00
Task 6 – Environmental Compliance Inspection	$3,420.00
Subtotal	$234,478.00
Direct Costs	$3,000.00
Total	**$237,478.00**

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF WHEATON

BY: _____

TITLE: MAYOR

DATE: 3-18-13

Work Hours
Christopher B. Burke Engineering, Ltd.

ity of Wheaton
orth Main Street Flood Control Project
anhour Breakdown - Construction Engineering

TASK	Engineer VI	Engineer V	Engineer IV	Engineer III	Environmental Resource Specialist III	Administrative	By Others	Hours	TOTAL $
CONSTRUCTION PHASE									
0 - Preconstruction Services	2	4	16	0	0	4		26	$ 3,672.00
0 - Support for Utility Relocation	0	0	20	0	0	0		20	$ 2,760.00
0 - Shop Drawing/Mix Design Review	0	16	24	132	0	8		180	$ 23,284.00
0 - Construction Observation	4	12	1300	28	0	8		1352	$ 186,520.00
1 - Layout and Earthwork QA Survey		2	0	40	0	0		42	$ 5,346.00
0 - Post-Construction Services	2	8	36	16	0	8		70	$ 9,476.00
0 - Environmental Compliance Inspections	0	0	0	0	30	0		30	$ 3,420.00
Construction Phase Subtotals	*8*	*42*	*1396*	*216*	*30*	*28*	$ -	*1720*	*$ 234,478.00*
									$ 3,000.00
irect Costs									
otal Hours per Classification	8	42	1396	216	30	28	$ -	1720	$ 237,478.00
ourly Rate	$210.00	$173.00	$138.00	$125.00	$114.00	$88.00			

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2013

Personnel	Charges* ($/Hr)
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.