

RESOLUTION R-11-14

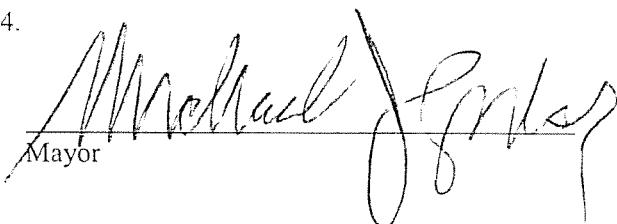
A RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENT
TO A LOCAL AGENCY / CONSULTANT CONSTRUCTION
ENGINEERING SERVICES AGREEMENT
FOR THE USE OF STATE MOTOR FUEL TAX FUNDS
BETWEEN THE CITY OF WHEATON AND HDR ENGINEERING, INC.
(Wesley Street/Manchester Road Bridge Replacement Project)

WHEREAS, the City of Wheaton, DuPage County, Illinois and HDR Engineering, Inc, Chicago Illinois have entered into a Local Agency / Consultant Construction Engineering Services Agreement for the use of State Motor Fuel Tax Funds for the Wesley Street / Manchester Road Bridge Replacement Project dated August 18, 2009; and

WHEREAS, it has become necessary to approve a supplement to the original agreement due to a change in the scope of services for HDR Engineering to assist in contract claims review and final contract close-out work for the project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is hereby authorized to execute, and the City Clerk is directed to attest to the signature of the Mayor, a Supplement #4 to the original Local Agency / Consultant Construction Engineering Agreement between the City of Wheaton and HDR Engineering, Inc. for the Wesley Street / Manchester Road Bridge Replacement Project.

ADOPTED this 3rd day of March, 2014.



Michael J. Gresk
Mayor

ATTEST:



Karen Bennett Hagen
City Clerk

Roll Call Vote

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

Motion Carried Unanimously

Municipality Wheaton	Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds <i>Supplement #4</i>	Local Agency Engineering Consultant	Name HDR Engineering , Inc.
Township Milton			Address 8550 W. Bryn Mawr Av., Suite 900
County DuPage			City Chicago
Section 97-00084-00-BR			State Illinois

THIS AGREEMENT is made and entered into this 3rd day of MARCH, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Manchester Route 3549 Length 0.26 miles Structure No. 22-7203

Termini FAU 1432 / Wesley Street and FAU 3549 / Manchester Road

Description

Project consists of the removal of several structures, including retaining wall and the construction of a single-span structure with reinforced concrete deck and composite steel girders on intergral abutments, the reconstruction of roadway pavement with the addition of a new traffic signal and the rehabilitation of the Illinois Prairie Path Bridge, all located in the City of Wheaton.

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 construction supervisor, 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.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

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 PROJECT 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. 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
Under \$50,000

Percentage Fees

(see note)

%

%

%

%

%

%

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

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 PROJECT 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, 1h, 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.

Grade Classification of Employee	Hourly Rate
Principal	\$70.00
Project Manager III	\$58.04
Senior Structural Engineer V	\$70.00
Senior Structural Engineer III	\$55.06
Senior Civil Engineer II	\$48.44
Construction Observer II	\$35.98
Clerical IV	\$34.78

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 12/27/2014. In event the services of the ENGINEER extend beyond 12/28/2014, 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 195 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 195 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.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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.

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:

ATTEST:
By John Bennett
CITY Clerk

(Seal)

City of Wheaton _____ of the
(Municipality/Township/County)

State of Illinois, acting by and through its

Michael J. Glesk
By Michael J. Glesk
Title: Manager

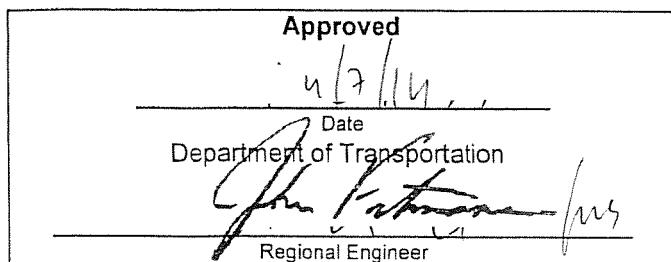
Executed by the ENGINEER:

ATTEST:
By Aniko Shuey
Title: Project Controller / Aniko Shuey

HDR Engineering, Inc.

Patrick J. Pechnick

Patrick J. Pechnick
Title: Senior Vice President



Wesley Street at Manchester Road – Scope of Work (Supplement 4)
January 24, 2014

The Wesley Street at Manchester Road project consists of the removal of several structures, including retaining walls, the Wesley Street/Manchester Road Bridge and abutments and the constructing of a new single-span structure with reinforced concrete deck and composite steel girders, new integral abutments, new approach slabs and new MSE retaining wall. This project includes the reconstruction of roadway pavement with the addition of a new traffic signal installation south of the new bridge. Rehabilitation and partial reconstruction of the Illinois Prairie Path Bridge and approach spans is also included as part of this project.

1 Submittal Review

The north approach span of the Illinois Prairie Path pedestrian bridge is experiencing excessive vibrations under certain loading conditions. The Contractor's proposed modification to increase the fundamental frequency of the Illinois Prairie Path will be reviewed. Demolition and Erection plan submittals for the north approach modification will also be reviewed.

Task 1 Deliverables: Two submittal reviews, 48 hours.

2 Inspection Services

HDR will provide one inspector at the project site during the working hours of the Contractor. No inspector will be provided on non working days. HDR will perform daily traffic control inspections and document results. A project diary will be maintained daily which will include an accounting of the Contractor's workforce and equipment. HDR will inspect installed improvements for conformance with the Contractor's design. It is estimated that the work performed by the Contractor will be completed within one month and the Contractor will be on site for a total of 10 days. HDR will proceed with work under this task once NTP is provided by the City of Wheaton.

Task 2 Deliverables: Project diary, 80 hours.

3 Contractor Claim Review

HDR will review contractor claim items and prepare documentation for the claim review meeting with IDOT. Six major issues have been identified as likely to proceed to claims and are as follows:

- Classification of earth excavation vs removal and disposal of unsuitable material
- Directional boring of steel pipe for utility line & associated poly pipe order
- Measurement of the Pedestrian Truss Superstructure pay item
- Material deficiency deduction of the Reinforced Soil Slope material
- Illinois Prairie Path approach span vibration issue
- Illinois Prairie Path north approach railing failure

Task 3 Deliverables: Claims documentation, 120 hours.

4 Coordination Meetings

It is anticipated that 2 coordination meetings with IDOT will be required. HDR will develop handouts and presentation material for these meetings, as necessary. Two people from HDR will attend these meetings.

Task 4 Deliverables: Meeting Handouts and Meeting Minutes/Agendas. Assume 2 meetings, two HDR staff, 4 hours each = 16 hours.

5 QA/QC, Project Management/Administration

Deliverables will be reviewed by Senior HDR staff.

The following Project Management and Administration activities will be performed

- ***Schedule Staff.*** HDR will schedule the appropriate personnel to complete the required plan documents at each stage of the project and meet deliverable deadlines.
- ***Control Budget.*** HDR will keep track of the project budget to confirm the level of effort expended meets or exceeds the level of completeness of the project.

HDR will prepare and submit monthly invoices/ progress reports so that the various parties concerned will be fully informed in regard to the status of the project, schedule, tasks completed, key issues, and areas of concern.

Task 5 Deliverables: QC Review Documentation, 10 hours. Project Management and Administration, 12 Hours.

Exclusions/Assumptions

1. The bike route detour plan from the original construction phase will be used. The Contractor will be responsible for alterations to the detour plan.
2. HDR will not be responsible for damage caused by the Contractor on the project site. The City of Wheaton will determine damage to the project site.
3. Material testing is not required or will be provided by others.
4. Quantity calculations, pay estimates or material inspection documentation is not required.
5. Repairs to RSS or IPP path railing would be concurrent with bridge work.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME **PRIME/SUPPLEMENT**

HDR Engineering, Inc
Supplementary #4

TRACT TERM	6 MONTHS	OVERHEAD RATE	157.88%
START DATE	2/28/2014	COMPLEXITY FACTOR	3.00%
RAISE DATE	4/28/2014	% OF RAISE	3.00%
DATE	01/29/14	PTB NO.	

DATE	01/29/14
PTB NO.	_____
OVERHEAD RATE	157.88%
COMPLEXITY FACTOR	3.00%
% OF RAISE	3.00%
MONTHS	6
	2/28/2014
	1/29/2014

ESCALATION BEB YEAR

2/28/2014 - 8/27/2014

100.00%

The total escalation for this project would be:

2008

A blank rectangular box with a thin black border, intended for a child to draw a picture.

100

Bureau of Design and Environment

PAYROLL RATES

FIRM NAME HDR Engineering, Inc **DATE**
PRIME/SUPPLEMENT Supplement #4
PSB NO.

01/29/14

ESCALATION FACTOR 0.00%

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

HDR ENGINEERING, INC.
PSB
PRIME/SUPPLEMENT
Supplement #4

01/29/14

DATE

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEF.	IN-HOUSE DIRECT COSTS	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
1 Submittal Review		48	2,762.40	4,361.28	1,032.93				8,156.61	19.95%	
2 Inspection Services		80	2,878.40	4,544.42		1,076.31			8,498.13	20.78%	
3 Contractor Claim Review		120	5,598.88	8,839.51		2,093.57			16,531.96	40.43%	
4 Coordination Meetings		16	1,024.32	1,617.20		383.02			3,024.54	7.40%	
5 QA/QC, Project Management/Admin		22	1,255.60	1,982.34		469.50	975.34		4,682.78	11.45%	
Subconsultant DL										0.00	0.00%
TOTALS		286	13,519.60	21,344.74	0.00	5,055.33	975.34	0.00	40,895.01	100.00%	

DBE 0.00%

三

PREPARED BY THE AGREEMENTS UNIT

AVERAGE HOURLY PROJECT RATES

FIRM
HDR Engineering, Inc.

PSB

PRIME/SUPPLEMENT

DATE 01/29/14

SHEET 1 OF 1



COMPANY NAME: HDR Engineering, Inc.

PTB NUMBER:

TODAY'S DATE: 1/28/2014

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

