

RESOLUTION NO. R-48-14

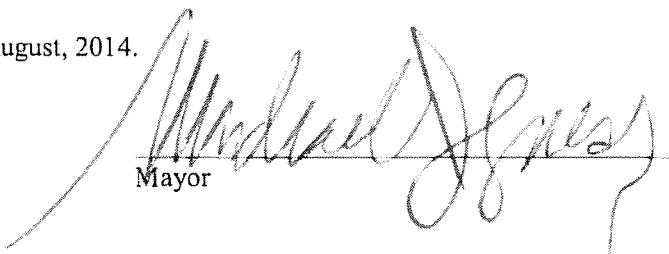
**A RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENT
TO A LOCAL AGENCY / CONSULTANT CONSTRUCTION
ENGINEERING SERVICES AGREEMENT
FOR THE USE OF STATE MOTOR FUEL TAX FUNDS
BETWEEN THE CITY OF WHEATON AND HDR ENGINEERING, INC.
(Wesley Street/Manchester Road Bridge Replacement Project)**

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 studying and developing a plan to mitigate flooding caused by the project to the pre-project conditions.

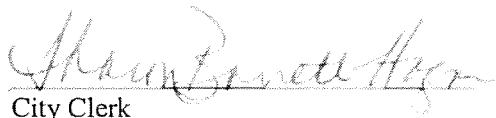
NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is hereby authorized to execute, and the City Clerk is directed to attest to the signature of the Mayor, a Supplement #5 to the original Local Agency / Consultant Construction Engineering Agreement between the City of Wheaton and HDR Engineering, Inc. for the Wesley Street / Manchester Road Bridge Replacement Project.

ADOPTED this 4th day of August, 2014.



Mayor

ATTEST:



Karen P. Sanguinetti
City Clerk

Roll Call Vote

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

Motion Carried Unanimously

Municipality	Illinois Department of Transportation 	Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds Supplement #5
Wheaton		
Township		
Milton		
County		
DuPage		
Section		
97-00084-00-BR		

LOC AL AG EN CY	Name
	HDR Engineering , Inc.
	Address
	8550 W. Bryn Mawr Av.. Suite 900
CONS ULT ANT	
City Chicago	
State Illinois	

THIS AGREEMENT is made and entered into this _____ day of _____, 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.
 1. 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

Awarded Cost	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, 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 Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____. In event the services of the ENGINEER extend beyond _____, 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 _____ 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 _____ 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:

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

ATTEST:

By Alma Bennett Clerk
(Seal)

State of Illinois, acting by and through its

By MICHAEL J. GRESK
Title: MAYOR

Executed by the ENGINEER:

HDR Engineering, Inc.

Patrick J. Pechnick

ATTEST:

By Aniko Shuey
Title: Project Controller / Aniko Shuey

Bar Hecht

Approved
8/22/14
Date
Department of Transportation
John F. Stetson, P.E.
Regional Engineer

Wesley Street at Manchester Road – Scope of Work (Supplement 5)

July 8, 2014

The Wesley Street at Manchester Road project involved, amongst other improvements, construction of a new bridge over UPRR railroad tracks, raising Wesley Street between Western Ave and Ellis Avenue and construction of a new storm sewer network and in-pipe detention system within the limits of the project.

In April 2013, the area experienced a significant storm event over a 24 hour period which was preceded by other smaller storm events. The City of Wheaton (City) observed that the storm sewer system on Wesley Street was overwhelmed by the storm event and storm water had accumulated at the Wesley Street project limit.

The City and HDR performed a preliminary investigation of the pre- and post-project conditions and determined that the pre-construction overland flow path on Wesley Street to the Illinois Prairie Path ditch was changed as a result of the project improvements. During certain significant storm events, the potential exists for storm water to flood to elevated flood levels and leave the project right of way which would impact private property. The scope of services was prepared to provide additional project improvements to Wesley Street to address the overland flow condition during significant storm events.

1 Survey

Detailed topographical survey of the area including existing storm sewer elements and extents as identified by the hydraulic engineer to supplement the pre- and post-project survey data already available. The City will need to provide data at private property locations.

Task 1 – 30 hours

H&H Engineer Site Visit, 6 hours

2 Man Survey Crew, 16 hours

Data Processing, 8 hours

Deliverables:

Survey data in Microstation format

2 Hydraulic Modeling

Pre-Project Conditions: HDR will develop a pre-project conditions hydraulic model of the project area during a 100-year storm event before the project improvements were built. Pre-project topographic survey data will be utilized to create a pre-project surface by converting available data from Microstation to GIS format and used to create the hydraulic model.

Mitigation Conditions: Based on the results of the pre-project conditions hydraulic model HDR will develop one Mitigation conditions hydraulic model to analyze the performance

of the proposed economically feasible mitigation measures developed in consultation and concurrence of the City during a 100-year storm event.

Task 2 – 172 hours:

GIS Surface, 40 hours

Pre-Project Conditions Hydraulic Model, 56 hours

Mitigation Conditions Hydraulic Model, 76 hours

Deliverables:

Pre-Project Conditions Hydraulic Model

Mitigation Conditions Hydraulic Model

3 Technical Memorandum

A Technical Memorandum will be prepared to list the methodology used to perform the hydraulic analysis, a discussion of the findings regarding the severity of flooding within the project area as determined from the results of the pre-project conditions hydraulic model and results of the proposed mitigation measures designed with the project limits.

Plan sheets showing the details of the mitigation measures will be prepared and included as an appendix of the Technical Memorandum.

Task 3 76 hours

Draft Technical Memorandum, 22 hours

Final Technical Memorandum, 14 hours

Plan Preparation, 40 hours

Deliverables:

Final Technical Memorandum

4 QA/QC

Deliverables will be reviewed by Senior HDR staff.

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 4 – 26 hours

QAQC, 26 hours

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	HDR Engineering, Inc.						
PRIME/SUPPLEMENT	Supplement #5						
CONTRACT TERM	<table border="1"> <tr> <td>5</td> <td>MONTHS</td> </tr> <tr> <td>6/1/2014</td> <td></td> </tr> <tr> <td>12/28/2014</td> <td></td> </tr> </table>	5	MONTHS	6/1/2014		12/28/2014	
5	MONTHS						
6/1/2014							
12/28/2014							
START DATE							
RAISE DATE							
OVERHEAD RATE							
COMPLEXITY FACTOR							
% OF RAISE							
DATE	07/08/14						
PTB NO.							
	157.88%						
	3.00%						

ESCALATION PER YEAR

6/1/2014 - 10/31/2014

5 5

$$= \frac{1.0000}{100.000\%} = 1.0000$$

The total escalation for this project would be:

The total escalation for this project would be:

0.00%

111

卷之三

0.00%

100

1

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

HDR Engineering, Inc. DATE
Supplement #5

07/08/14

ESCALATION FACTOR 0.00%

AVERAGE HOURLY PROJECT RATES

HDR Engineering, Inc.

PSB 2018/2019 SUPPLEMENT

Supplement #5

DATE 07/08/14

Supplementary

SHEET 1 OE 1



COMPANY NAME: HDR Engineering, Inc

PTB NUMBER

TODAY'S DATE 5/29/2014

Category	Description	Quantity	Unit Price	Amount
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)		\$0.00	\$0.00
Air Fare	Coach rate, actual cost requires minimum two weeks' notice, with prior IDOT approval		\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	459	\$0.56	\$257.04
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)		\$0.00	\$0.00
Tolls	Actual cost	9	\$3.00	\$27.00
Parking	Actual cost		\$40.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)		\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)		\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		\$25.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Project Specific Insurance	Actual cost		\$0.00	\$0.00
Monuments (Permanent)	Actual cost		\$0.00	\$0.00
Photo Processing	Actual cost		\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)		\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		\$0.00	\$0.00
Recording Fees	Actual cost		\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost		\$0.00	\$0.00
Courthouse Fees	Actual cost		\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
Testing of Soil Samples*	Actual cost		\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)		\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)		\$0.00	\$0.00
B/W Prints 8.5x11		200	\$0.05	\$9.00
B/W Prints 11x17		200	\$0.09	\$18.00
Color Prints 8.5x11			\$0.45	\$0.00
Color Prints 11x17			\$0.90	\$0.00
Plotting of Base Sheets at 24 x 36 B/W			\$0.81	\$0.00
Plotting of Base Sheets at 24 x 36 Color		10	\$5.40	\$54.00
Technology Fee			\$3.70	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

TOTAL DIRECT COST

5385.00

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

LEGEND

W.O. = Work Order

Job Specific