

R E S O L U T I O N
R 42-22

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Contract between the Village of Lombard and Robinson Engineering Ltd. to perform Final Design Engineering Services for the 641 North Main Street Stormwater Detention Basin 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 said 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 6th day of October, 2022.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello, and Bachner

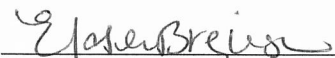
Nays: None

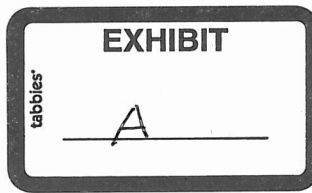
Absent: None

Approved by me this 6th day of October, 2022.


Keith Giagnorio
Village President

ATTEST:


Elizabeth Brezinski
Village Clerk



Michael Spolar, PE, PTOE, CFM
Senior Engineer
Direct: (708) 279-5695
Email: michael@reltd.com

September 22, 2022

Mr. Scott Niehaus, Village Administrator
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

RE: Proposal for Professional Engineering Services
Stormwater Detention Improvements
641 North Main
Lombard, Illinois

Dear Mr. Niehaus:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal to perform professional engineering services for the design of a stormwater detention pond at 641 North Main. Included in this proposal is an Overview of the Project, discussion of the proposed Scope of Services, Schedule, and Estimated Fee. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The Village is seeking to add a stormwater detention pond at 641 North Main in an effort to improve the drainage in the area and reduce flooding. 641 North Main is located at the northeast corner of Main Street and Goebel Drive. The site is approximately 2.73 acres in size. The Village previously reviewed two preliminary conceptual plans for detention pond options at this location and has determined that the most economical solution will be a flat bottom surface pond with natural plantings to provide the most stormwater detention volume for the site and surrounding areas. There is approximately 107.9 acres of drainage area tributary to the existing storm sewer and proposed detention pond.

The engineering site design plan will consist of an at grade stormwater detention pond with an approximate storage volume of 6.5 ac-ft. As part of the stormwater detention pond improvements, the existing storm sewer along Main Street will be connected to the pond on the south side of the site with an inlet structure. The stormwater detention pond will have a controlled release which will be connected to the existing storm sewer outlet at the north end of the site. An underdrain system, with possible dewatering pump will be included in the design to aid in drawdown time and drainage of the flat bottom detention pond. In addition to the stormwater improvements, the site design will include the design of

the parking lot improvements and a pickleball court area. A limited hydraulic analysis of the upstream tributary stormwater collection system will also be performed, to help optimize the operations of the proposed detention pond.

The existing building on the site will be demolished by the Village of Lombard, prior to construction of the detention improvements. Work related to the building demolition, utility service disconnections and debris/spoils removal, is not included as part of the engineering design plans.

2. SCOPE OF SERVICES

Per discussions with the Village, Robinson Engineering proposes to provide design engineering services for the stormwater detention pond, control structure, and underdrain, associated site grading for the proposed parking lot and pickleball court. Design engineering will include preparation of plans, specifications, bidding documents and necessary permit applications. We envision the following tasks to be part of the project.

Task 1. Data Collection and Topography

- a. Project Kickoff Meeting
- b. Establish Control and Survey
- c. Topographic Survey
- d. Draft Topography
- e. Soil Borings (Subconsultant)
- f. PESA Report (Subconsultant)

Task 2. Data Analysis and Site Inspection

- a. Analyze GIS Information
- b. Identify ROW and Easements
- c. Site Visit and Photos

Task 3. Drainage Analysis

- a. Delineate drainage basins
- b. Develop limited skeletonized hydrologic and hydraulic model(s) of the existing stormwater collection system and perform analysis of system response for 2-, 5-, 10-, 25-, 50-, and 100-year events
- c. Perform limited scope hydraulic analysis of proposed conveyance system improvements, including the detention pond and outlet for 2-, 5-, 10-, 25-, 50-, and 100-year events

Task 4. Design Plans and Specifications and Contract Documents

- a. Preparation of Final Engineering Design Plans for detention pond, underdrain, dewatering pump as applicable, outlet, and site plan design of parking lot and pickleball court.
- b. Drafting of Final Engineering plans
- c. Preparation of Project Specifications and Bid Documents

- d. Evaluation of dewatering pump (Subconsultant)
- e. QC/QA review of Plans

Task 5. Permits

- a. Preparation of Tabular Submittal for Stormwater Certification

3. PROJECT SCHEDULE

The engineering design outlined in the scope of services proposed above will commence upon approval by the Village Board. We estimate that 50% design plans will be available for Village review by March 2023 with final engineering plans and specifications read for bid by August 2023. It is anticipated that construction of the project would commence in late 2023 or early 2024.

4. ENGINEERING FEES

In accordance with our understanding and experience on similar projects, we've estimated the time associated with performing the tasks identified in the Scope of Services. We propose to perform these services on a Time and Materials basis as outlined below. This fee will not be exceeded without prior authorization.

<u>Task</u>	<u>Estimated Manhours</u>	<u>Total</u>
• #1 – Data Collection & Topography	66	\$20,100
• #2 – Data Analysis and Site Inspection	26	\$4,042
• #3 – Preliminary Drainage Analysis	79	\$12,579
• #4 – Design Plans	306	\$48,968
• #5 – Permits	<u>54</u>	<u>\$8,022</u>
	531	\$93,711

In accordance with our understanding and experience on similar projects, we've estimated the time associated with performing the tasks identified in the Scope of Services. We propose to perform these services for a fee of \$93,711, to be billed hourly. This fee will not be exceeded without prior authorization.

The estimated fee is based on the Scope of Services outlined above and our design experience. **The estimated fee does not include permit fees, drain tile investigation, wetland delineation, or construction observation.** REL will not exceed the estimated fee without prior authorization.

5. STANDARD TERMS AND CONDITIONS

A copy of our firm's Standard Terms and Conditions are attached hereto and incorporated herein into this proposal. We will commence work immediately upon your authorization to proceed.

Please indicate your acceptance of this proposal by signing both copies and returning one to my attention and retaining the other for your records. Feel free to call or email me with any questions regarding this proposal or if any additional information is needed. We again thank you for the opportunity

to submit this proposal for your consideration and look forward to working with you on this important project.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Michael Spolar, PE, PTOE, CFM
Senior Engineer

Accepted this _____ day of _____, 2022.

By:

Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES – All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE – REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.