

RESOLUTION R-116-17

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #2 TO AGREEMENT #C 36927 WITH PRIMERA ENGINEERS, LTD. FOR DESIGN SERVICES-DOWNTOWN STREETScape PHASE I

WHEREAS, the City and the Engineer entered into City Agreement #C 36927 (Exhibit A-2d Amend.) (hereinafter "Agreement") on December 28, 2016, to provide design and construction management services for streetscape improvements of public infrastructure to Front Street between West Street and Cross Street for Streetscape Plan Phase I; and

WHEREAS, the Agreement was amended on June 5, 2017 via Amendment #1; and

WHEREAS, the City received a proposal dated October 30, 2017, a copy of which is attached hereto and incorporated herein as if fully set forth as Exhibit 1, from the Engineer for additional services that are outside the scope of the Agreement as amended by Amendment #1; and

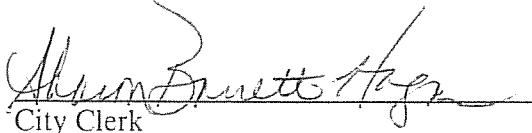
WHEREAS, it is determined by the City that the proposal received from the Engineer for additional services meets the City's needs for the design and construction management services for streetscape improvements of public infrastructure to Front Street between West Street and Cross Street for Streetscape Plan Phase I; and

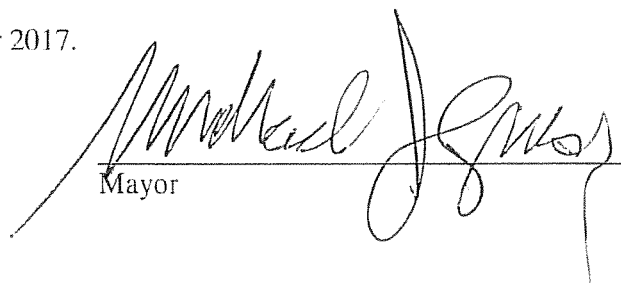
WHEREAS, it is necessary for the City to enter into a second amendment to the Agreement with the Engineer for the purpose of providing the additional services to the City.

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 hereby directed to attest to Amendment #2 to the Agreement between the City of Wheaton and Primera Engineers, Ltd. for Design Services-Downtown Streetscape Phase I, said amendment being attached hereto and incorporated herein as fully set forth as Exhibit 2.

ADOPTED this 6th day of November 2017.

ATTEST:


City Clerk

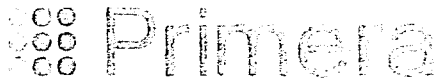

Mayor

Roll Call Vote

Ayes: Councilman Rutledge
Councilman Scalzo
Councilman Sues
Councilman Prendiville
Mayor Gresk
Councilman Scalzo

Nays: Councilman Barbier
Councilwoman Fitch
Absent: None

Motion Carried



October 30, 2017

Mr. John Duguay
 Assistant City Manager
 City of Wheaton
 City of Wheaton
 303 W. Wesley St.
 Wheaton, IL 60187

Re: Wheaton Downtown Streetscape - Phase I: Supplement #2 (Martin Plaza north side)

Dear Mr. Duguay

As we discovered and discussed, the existing right-of-way south of Front Street and west of Main Street (where the existing and proposed Martin Plaza is located) is mostly owned by the Union Pacific Railroad (UPRR) and that there are UPRR and Illinois Commerce Commission (ICC) regulation that prevent the proposed Martin Plaza to currently be constructed in the south location as previously designed. The Primera Team (including Design Workshop) have reviewed the potential of designing Martin Plaza on the north side of Front Street where it was shown in previous schematics prepared for the City by Design Workshop. The following are the changes in scope of work from the original and supplement #1 contract:

MARTIN PLAZA DESIGN REVISIONS

The design of Martin Plaza at the southwest corner of Front Street and Main Street was in the supplement #1 scope and after the discussions with the City of Wheaton, the design team will revise one (1) Schematic Design (SD) and present to the City's Planning Council on November 13th. The design package for the north side plaza option includes:

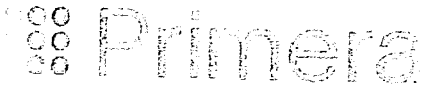
1. An illustrative plan at 1"=20'
2. Material selection/imagery
3. (1) Illustrative elevation
4. Grading investigation
5. Revised lighting calculations and investigation

After presentation to the Council on November 13th and the Council's input and feedback, the Design Team will continue with only one scheme through construction documents and construction administration.

Assumptions:

- Assumes cost evaluation is done by CCS.
- No perspective views or photo simulations are included.
- No large scale water feature design is included in this fee proposal. We include coordination only of small scale design-build water or art feature by others.
- Wayfinding signage location and type is included in the original contract.

690 South Wesley Street, Suite 200
 Wheaton, Illinois 60187
 P 312 603 0910 | F 312 603 0415



SUPPLEMENTAL COMPENSATION

The Design Team will provide the described supplemental scope of work and services for a lump sum fee as outlined below with a detailed CECS attached.

Breakdown of fee by Scope of Work - Base

Revised Schematic Design and Design Development - Martin Plaza north side	\$ 12,520.00
Construction Documents 75% - Martin Plaza north side	\$ 9,880.00
Construction Documents 100% - Martin Plaza north side	\$ 6,450.00
Total of Supplement #2 - Base	\$ 28,850.00

Breakdown of fee by Scope of Work - Alternate

Bidding and Negotiation - Martin Plaza north side	\$ 3,690.00*
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* The bidding/coordination required for bid allowance of plaza is contingent on the team receiving clear direction by 12/4 latest.
We will take this fee out contingent on the team receiving clear direction by 12/4 latest. Otherwise it will be applied.

We appreciate the opportunity to be of continual service to you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Robert J. Deming, PE, LEED Green Associate
Vice President/Civil Group Manager
Primera Engineers, Ltd.

Attachment(s): COST ESTIMATE OF CONSULTANT SERVICES

Cc: CMD, DHK, DSS, DW



AMENDMENT #2 OF AGREEMENT #C 36927

**Agreement between the CITY of WHEATON, ILLINOIS
and PRIMERA ENGINEERS, LTD.,
for DESIGN SERVICES-DOWNTOWN STREETScape PHASE I**

This Amendment to City Agreement #C 36927, a copy of which is attached hereto and incorporated herein as fully set forth as Exhibit A - 2d Amend., is entered into as of this 6th day of November 2017 by and between the CITY OF WHEATON, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and PRIMERA ENGINEERS, LTD., ("Engineer"), 650 Warrenville Road, Suite 200, Lisle, IL 60532.

WHEREAS, the City and the Engineer entered into City Agreement #C 36927 (Exhibit A-2d Amend.) (hereinafter "Agreement") on December 28, 2016, to provide design and construction management services for streetscape improvements of public infrastructure to Front Street between West Street and Cross Street for Streetscape Plan Phase I; and

WHEREAS, the City and the Engineer amended the Agreement via Amendment 1, a copy of which is attached hereto and incorporated herein as if fully set forth as Exhibit B-2d Amend.; and

WHEREAS, the City received a proposal dated October 30, 2017, a copy of which is attached hereto and incorporated herein as if fully set forth as Exhibit C-2d Amend., from the Engineer for additional services that are outside the scope of the Agreement as amended by Amendment #1; and

WHEREAS, it is determined by the City that the proposal received from the Engineer for additional services meets the City's needs for the design and construction management services for streetscape improvements of public infrastructure to Front Street between West Street and Cross Street for Streetscape Plan Phase I; and

WHEREAS, it is necessary for the City to enter into a second amendment to the Agreement with the Engineer for the purpose of providing the additional services to the City.

NOW, THEREFORE, in consideration of the agreements contained in this instrument and such other sufficient considerations, the Agreement between the City and the Engineer which was executed by the parties on December 28, 2016, and subsequently amended on June 5, 2017 is hereby further amended by mutual agreement as follows:

1. The services of the original Agreement as previously amended are further changed as follows:
The Engineer hereby agrees to perform the additional services described in its proposal dated October 30, 2017, which is attached hereto and incorporated herein as fully set forth as Exhibit C-2d Amend.
2. This Amendment #2 adds \$32,540.00 to the Agreement and the maximum total payable under the entire Agreement including all amendments, is changed from the previously amended maximum amount of \$637,741.60 to \$670,281.60, as reflected in the Change Order #2, a copy of which is attached hereto and incorporated herein as Exhibit D-2d Amend.

3. All provisions of the Agreement, as hereby and previously amended, except those provisions specifically changed by this or prior Amendments, shall remain in full force and effect.

CITY OF WHEATON

By: Michael J. Giesek
Title: MAYOR

Date: 11/6/17

Attest:
Ashley Brunell Hagan
Title: City Clerk

Date: 11/6/17

PRIMERA ENGINEERS, LTD.

By: _____

Date: _____

Title: _____

Attest:

Date: _____

Title: _____