

**RESOLUTION
R94-11**

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE/DECREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/SHORTENING THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY (30) DAYS OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment to the contract between the Village of Lombard and Thomas Engineering Group, LLC. regarding the N. Main Street LAPP project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$25,876.35;

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 after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.


Adopted this 7th day of April, 2011, pursuant to a roll call vote as follows:

Ayes: Gron, Giagnorio, Wilson, Moreau, Fitzpatrick, & Ware

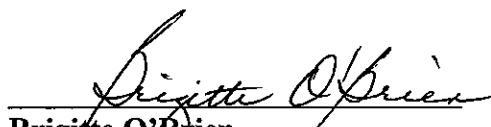
Nays: None

Absent: None

Approved by me this 7th day of April, 2011.


William J. Mueller
Village President

ATTEST:


Brigitte O'Brien
Village Clerk

March 15, 2011

Mr. David Dratnol, P.E. – Village Engineer
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148



238 south kenilworth avenue
suite 100
oak park, illinois 60302

Re: **Main St. LAPP**
Request for Engineering Services Supplement

Dear Mr. Dratnol,

Thomas Engineering Group, LLC (TEG), hereby requests a supplement to our Engineering Services Agreement for all resident engineering work associated with IDOT Contract 63456, the Main Street LAPP Resurfacing Project. Please refer to the attached spreadsheets for a summary of the total hours worked by both TEG and the general contractor, Brothers Asphalt Paving (BAP) and the associated costs required for TEG to successfully complete the project.

As you are well aware, this project was completed on time and under budget, once the extra costs for the additional 4" pavement markings were included with the original contract. However, the additional effort required by TEG to properly inspect the work performed by BAP and their subcontractors was not reflected or anticipated in the original estimate of hours negotiated with the Village of Lombard and is the basis for this request. This additional effort was due primarily to the poor productivity achieved by both BAP and their concrete subcontractor, GEM, which necessitated substantial overtime and Saturday work for the contractor to avoid liquidated damages and to ensure that the project would be completed in a timely manner. Also, the use of multiple crews by both BAP and their subcontractors required supervision to assure that the contract documents were strictly adhered to which in turn required the use of two inspectors almost full-time, which was not included in the original estimate of hours. Please refer to the summary shown in the "Inspection Hours" timesheet for details, which shows a total of 797.5 crew hours requiring inspection compared to the 395 hours of inspection originally negotiated.

As of the end of December, TEG has worked a total of 1,534.5 hours, which is 159.5 hours more than our original estimate. We anticipate requiring another 80 hours for Post-Construction/Closeout which would bring our total to 1,614.5 hours, but will not bill for any overage in Documentation/Administration (4.5 hours) or Record Drawings (45.5 hours). Therefore, TEG is requesting an additional 189.5 hours, which includes the overage in inspection hours (402.5 hours) and the direct costs associated with the additional inspection minus the unbilled hours for Preconstruction (109 hours) and Public Relations (114 hours), thereby increasing our Engineering Services Agreement from \$168,046.64 to \$193,922.99, an increase of \$25,876.35.

Please feel free to contact me at your convenience to discuss this further.

Sincerely,

thomas engineering group, llc

A handwritten signature in black ink, appearing to read "T. Gill", is written over the printed name.

Thomas E. Gill, III, P.E.

President

Attachments

cc: Paul Kuehnlenz—Lombard Project Manager
Glen Kirchen—TEG Resident Engineer

Thomas Engineering Group, LLC Work Schedule of Personnel & Hours

Rate	Project Principal	Actual Thru Dec.	Resident Engineer	Actual + Anticipated	Field Technician	Actual Thru Dec.	Field Engineer	Actual Thru Dec.	Layout Technician	Actual + Anticipated	R.E. - Documentation	Actual Thru Dec.	Technical Inspection	Actual Thru Dec.	Negotiated Hours	% of Hours	Actual + Anticipated	% of Hours	Hours	Difference %	Negotiated Cost	Anticipated Cost	Difference	
	5		80	49	60	7	\$20.00		\$29.00		\$45.00		\$26.25		165	42.0%	56	12.0%	109.0	-8.5%	\$6,955.00	\$2,555.00	(\$4,410.00)	
			20	62	40	23.5			20	24					80	5.8%	109.5	6.8%	29.5	-0.9%	\$2,960.00	\$4,496.00	\$1,496.00	
			140	61	50	15									190	13.8%	76	4.7%	114.0	-6.1%	\$3,380.00	\$3,407.00	(\$27.00)	
			125	287.5	250	493.5	20	26.5							395	28.7%	797.5	49.2%	402.5	20.5%	\$15,275.00	\$31,448.50	\$16,173.50	
			160	204	55	20									249	18.1%	253.5	15.6%	4.5	-2.5%	\$11,710.00	\$11,710.00	\$0.00	
			8	32	20	12				20					28	2.0%	73.5	4.5%	45.5	-2.5%	\$1,096.00	\$1,096.00	\$0.00	
			120	154.5	120	100			20						268	19.5%	254.5	15.7%	13.5	-3.8%	\$11,060.00	\$11,060.00	\$0.00	
			653	850	615	661			40	44	0				1375		1620.5		245.5					
			47.49%		44.73%				2.91%		0.00%		0.00%			100%		100%	10.0%					
			\$3,055.00	\$39,950.00	\$22,740.00	\$23,796.00	\$400.00	\$530.00	\$1,160.00	\$1,276.00	\$0.00	\$247.50	\$0.00	\$249.38							\$57,446.00	\$65,792.50	\$8,288.50	
																					\$163,146.64	\$186,690.36	\$23,533.66	
																					\$3,900.00	\$4,950.00	\$1,050.00	
																					\$0.00	\$1,773.00	\$1,773.00	\$0.00
																					\$0.00	\$19.69	\$19.69	\$0.00
																					\$4,000.00	\$500.00	(\$3,500.00)	
																					\$4,900.00	\$7,242.69	\$2,342.69	
																					\$169,046.64	\$193,922.99	\$25,876.35	

Direct Costs:

Vehicle	\$3,900.00
Mike Daniels Premium Costs	\$0.00
Dusty Bonnell Premium Costs	\$0.00
GPS	\$4,000.00
Total Direct Costs:	\$4,900.00

Total with Actual Direct Costs

Project Principal	1.4834
Overhead	1.0000
Direct labor	0.3691
Profit @ 14.5%	2.8435
Total	2.84
Say	2.84

Project Principal Thomas Gill, P.E.
Resident Engineer Glen Kirchoff, P.E.
Field Technician Mike Daniels
Field Engineer Aren Krtks, E.I.
Layout Technician Jim Haltsma
R.E. - Documentation Kevin VanDerKroon
Technical Inspection Dusty Bonnell

Direct Costs: Vehicles \$3,900 X 6 = \$23,400
 GIS 2 Months @ \$500/Month = \$1,000