

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

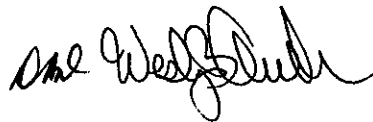
TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: January 25, 2005 (COW) (B of T) **Date:** February 3, 2005

TITLE: North Avenue Reconstruction
Resident Engineering
Contract Amendment #3

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer



BACKGROUND/POLICY IMPLICATIONS:

Please see attached memo.

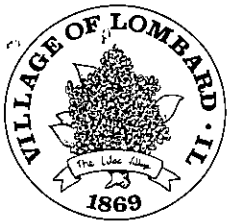
FISCAL IMPACT/FUNDING SOURCE:

\$327,895.12 Amended Contract Amount (\$20,021.12 Increase)
Street Maintenance Fund
HTE Proj: 0315 PW Proj: ST-89-17
HTE Acct: ~~7301-755660~~ 7110.809425
P.O.: 044692

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X <u>Bl. Leonard J. Flood</u>	Date <u>1/27/05</u>
Village Manager X <u>W. T. Lichter</u>	Date <u>1/27/05</u>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



InterOffice Memo

To: William T. Lichter, Village Manager
From: David A. Dratnol, P.E., Village Engineer *DD*
Date: January 25, 2005
Subject: North Avenue Reconstruction
Resident Engineering Contract Amendment #3

Attached please find a contract amendment in the amount of \$20,021.12 for additional construction observation and documentation time for Village related items. This contract amendment increases the upper limit of compensation to \$327,895.12. Burns & McDonnell is the firm observing the State's contractor as they work on the Village's underground utilities and on the associated proposed frontage roads. Burns & McDonnell also serves as an intermediary between the State, its contractor and Village residents.

Construction activity by the State's contractor has extended beyond October, 2004 (the anticipated completion date from amendment #2). The current estimated completion date is at the end of May, 2005. The original completion date was November 31, 2003. The attached memo from Burns & McDonnell summarizes the work effort necessary to complete the job.

Please present this contract amendment to the President and Board of Trustees for their review and approval at their regular meeting on February 3, 2005. If approved, please have two signed copies returned to Engineering for further processing.

c: File: ST-89-17

Note: At this time, Burns & McDonnell is executing the original contracts. They will be forwarded to the Clerk upon their receipt.

RESOLUTION
R _____ 05

A RESOLUTION AUTHORIZING
AMENDMENT OF A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, the Board of Trustees of the Village of Lombard on August 15, 2002 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Burns & McDonnell; and

WHEREAS, an amendment to said contract is required to legally bind the parties; and

WHEREAS, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

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 President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Burns & McDonnell substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 3rd day of February, 2005.

Ayes: _____

Nays: _____

Absent: _____

Approved this 3rd day of February, 2005.

ATTEST:

William J. Mueller
Village President

Barbara Johnson
Deputy Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this 3rd day of February, 2005, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **BURNS & MCDONNELL ENGINEERING CO.** (the "CONSULTANT").

WHEREAS, on August 15, 2002 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the North Avenue Construction Observation; and

WHEREAS, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

NOW, THEREFORE, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

SECTION 1: The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S January 5, 2005 letter.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$327,895.12.

SECTION 3: All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

VILLAGE OF LOMBARD

By: _____
Village President

ATTEST:

By: _____
Deputy Village Clerk

and **BURNS & MCDONNELL
ENGINEERING CO.**

By: _____

ATTEST:

By: _____



January 5, 2005

Mr. David Dratnol
Village Engineer
Village of Lombard
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148

**Addendum 3 to Contract for Resident Engineering Services
North Avenue Reconstruction Project**

Dear Mr. Dratnol:

Burns & McDonnell is submitting this request to increase the upper limit of compensation for the above referenced assignment. The following factors were not anticipated during the original contract negotiations, which have lead to this increase in cost:

- Contract duration has been lengthened for a second time. However, Harry Kuhn Construction has not completed the contracted work within the second extension of time. The contract is currently in "winter shutdown" until May 1st of 2005. Work will continue during the shutdown if weather permits. If the work is not completed by May 1st of 2005 working days will charged and liquidated damages will be assessed until substantial completion of work and Punch List items are completed. Construction activities will continue into May 2005. Burns & McDonnell's amended contract identified an October 2004 completion.
- The Resident Engineering activities related to the Village's interest will be impacted by the above referenced extension of time.
- Roadway work occurring during this time period will be adjacent to property lines and will effect the residents of the village.
- Punchlist activities relating to the village infrastructure will be identified and completed within this time period.

Burns & McDonnell respectfully request that the upper limit of compensation of the project be modified to \$327,895.12 dollars. This is an increase of approximately \$20,000 dollars and will revise the completion date from October 2004 to the end of May 2005. Part-time utilization of staff has been scheduled to minimize the cost. Burns & McDonnell will utilize Mr. Campbell's services on the North Broadway Improvement Project so that he can respond quickly to the needs of the village. A summary of cost is attached for your review.



We are very excited with the opportunity to continue to work with the Village. Should you have any questions regarding our proposal or if you need additional information, please call me at 630-990-0302, extension 227.

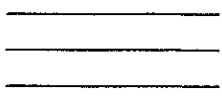
Sincerely,

BURNS & MCDONNELL ENGINEERING CO.

Michael J. Folta, PE

Project Manager

Cc:file



Village of Lombard
North Avenue Addendum 3
Work Effort
January 5, 2005

	Const. Manager	Proj. Engineer			
	Michael J. Folta	Campbell			
Rate*	\$52.21	\$28.73	Total Hours	% of Hours	Total Cost
Preconstruction Activities (files, etc.)		0	0	0.0%	\$0.00
Preconstruction Meeting		0	0	0.0%	\$0.00
Review and monitor construction schedule		223	223	93.3%	\$6,406.79
Respond to Residents Concerns		16	16	6.7%	\$459.68
Weekly Observation / Weekly Report		0	0	0.0%	\$0.00
Close Out Activities		0	0	0.0%	\$0.00
Survey			0	0.0%	\$0.00
Technical Support for Material Issues			0	0.0%	\$0.00
Project Management / Admin	0		0	0.0%	\$0.00
Subtotal	0	239	239		
% of Hours	0.0%	100.0%		100.0%	
Total Direct Labor					\$6,866.47
Multiplier					2.80
Direct Costs					\$795.00
Total Costs					\$20,021.12

* Rate = total cash compensation for employee

Expense Breakdown

Vehicle Expenses*	20 Days @ \$36	\$720.00
Survey (Verification)		\$0.00
Survey Supplies		\$0.00
Office Supplies		\$0.00
Photos		\$0.00
Mobile Communications	1 Month	\$75.00
Postage / Repro		\$0.00
TOTAL OF DIRECT COSTS		\$795.00

