

DISTRICT 4&5

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: David A. Hulseberg, Village Manager

DATE: November 19, 2012 (COW) (B of T) **Date:** December 6, 2012

TITLE: Great Western Trail Pedestrian Bridges (over Grace St, UP Railroad, & St Charles Rd)
Construction Material Testing - Contract Amendment 1

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

BACKGROUND/POLICY IMPLICATIONS:

Amend the Construction Material Testing Contract with SEECO Consultants, Inc. to reflect the extended amount of time and effort to complete the bridge project.

FISCAL IMPACT/FUNDING SOURCE:

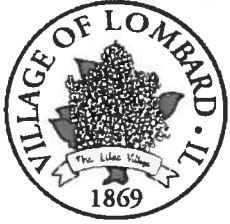
Amendment Amount: \$34,771.63
Total Amended Contract Amount: \$165,818.63
HTE Project Number: 0603 HTE Acct: 7406.809425
Public Works Project Number: M-06-03
P.O. #: 068723

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

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: David A Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works *CJ*
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: November 19, 2012
Subject: Construction Material Testing – Contract Amendment 1
Great Western Trails Bridges
Seeco Consultants

Attached is a supplemental proposal with Seeco Consultants (SEECO) in the amount of \$34,771.63. SEECO is currently under contract to provide Construction Material Testing (CMT) for the Great Western Trails Bridges project. The original not to exceed estimate was \$131,047.00. Due to the low production rate of "D" Construction on constructing the Mechanically Stabilized Earth (MSE) retaining walls and construction of the embankment, SEECO's original estimate of required hours was low. The proposed not to exceed estimate is \$165,818.63.

"D" Construction was required to redesign portions of the MSE walls and stone column ground stabilization due to a shift in the bridge over the railroad necessitated by the location of the DuPage Water Commission (DWC) watermain in closer proximity to the wall than allowed by DWC. These issues slowed down progress in fabrication of the MSE walls and construction of the walls and embankment. "D" Construction has requested 110 calendar days be added to the project for these delays. During that time "D" Construction continued work on other areas of the project at a slower rate of production, which necessitated the presence of SEECO on site.

SEECO's additional work is within the grade separation portion of the project which will be reimbursed to the Village by the Grade Crossing Protection Fund at 90%.

Please present this item to the President and the Board of Trustees for their review and approval at the next regular meeting on December 6, 2012. Upon approval, please return all paperwork to the Engineering Division for further processing.

DAD/PFK

RESOLUTION

R - 13

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 SEECO Consultants, Inc. regarding the Great Western Trail Bridges 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 \$34,771.63;

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 6th day of December, 2012, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 6th day of December, 2012.

Acting Village President

ATTEST:

Brigitte O'Brien
Village Clerk

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this 6th day of December, 2012, by and between the **VILLAGE OF LOMBARD** (the “VILLAGE”) and **SEECO CONSULTANTS, INC.** (the “CONSULTANT”).

WHEREAS, on September 15, 2011 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Great Western Trail Bridges Construction Material Testing Contract; 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 proposal dated November 15, 2012.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$165,818.63.

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: _____
Acting Village President

ATTEST:

By: _____
Village Clerk

and **SEECO CONSULTANTS, INC.**

By: _____

ATTEST:

By: _____

Construction Monitoring & Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering & Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

November 15, 2012

Mr. Paul Kuehnlenz, P.E.
Village of Lombard
Public Works Building
1051 South Hammerschmidt Avenue
Lombard, Illinois 60148-3926

SUPPLEMENTAL PROPOSAL CMT-03
Construction Materials Testing Services
Great Western Trail Bridges, Lombard, IL
VoL Project No.M-06-03

Dear Mr. Kuehnlenz:

SEECO Consultants, Inc. is pleased to submit our supplemental proposal for the above referenced project. In preparing our proposal, we have reviewed the remaining tasks, discussed the project particulars with you and Thomas Engineering Group and have incorporated the same within.

Due to the contractors progress and time increases, additional testing and inspection manhours are required.

The estimated time required to finish the project, as of 10/31/2012, is as follows:

Concrete	-		10 Pours
Bituminous	-		1 Day
Soils and Backfill	-	MSE Walls	- 18 Days
		Embankment	- 7 Days
		Subgrade/Subbase	- 2 Days


The attached illustrates the breakdown of tasks and tests proposed, as expended and the anticipated time and tests required to finish the project, as of 10/31/2012. As stated, SEECO Consultants requires a supplement to our existing contract in the amount of \$34,771.63 to allow for performing the required inspections and testing to finish this project.

If there are any questions with regards to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

DCC:arm
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Portland Cement Concrete

		(NOTE: Rate changes Effective 6/1/12)	<u>Actual to 10/31/12</u>	<u>Total Invoiced to 10/31/12</u>	<u>Estimated Quantities to Complete</u>	<u>Estimated Total to Complete</u>
<u>Proposed</u>						
Plant and Field Inspection – PCC Level II						
Estimate 164 hours @ \$103.50/hr	\$16,974.00	10.75 hrs @ \$103.50/hr	\$1,112.63	\$1,112.63	80 hrs @ \$106.00/hr -	\$8,480.00
		12.0 hrs @ \$106.00/hr	\$1,272.63			
Concrete Cylinder Tests						
Estimate 116 cylinders @ \$20.00/cyl	\$ 2,320.00	42 cyls @ \$20.00/ea	\$ 840.00	\$ 840.00	40 cyls @ \$20.00/ea -	\$ 800.00
Cylinder Pickup						
Estimate 30 hours @ \$89.00/hr	\$ 2,670.00	6.5 hrs @ \$89.00/hr	\$ 578.50	\$ 578.50	-0-	
<u>Bituminous Paving</u>						
Plant and Field Inspection – Bituminous Level II						
Estimate 16 hours @ \$103.50/hr	\$ 1,656.00	-0-	-0-	-0-	8 hrs @ \$106.00/hr -	\$ 848.00
Nuclear Gauge						
Estimate 2 days @ \$63.00/day	\$ 126.00	-0-	-0-	-0-	1 day @ \$64.00/day -	\$ 64.00
Extraction/Gradation						
Estimate 1 tests @ \$155.00/test	\$ 155.00	1 test @ \$155.00/test	\$ 155.00	\$ 155.00	1 test @ \$155.00/ea -	\$ 155.00
<u>Soils</u>						
Field Engineer						
Estimate 320 hours @ \$103.50/hr	\$33,120.00	112.5 hrs @ \$103.50/hr	\$11,643.75	\$11,643.75	216 hrs @ \$110.00/hr -	\$23,760.00
		509.5 hrs @ \$110.00/hr	\$56,045.00	\$56,045.00	56 hrs @ \$143.00/hr -	\$ 8,008.00
Overtime						
		144.75 hrs @ \$143.00/hr	\$20,627.75	\$20,627.75		
Senior Technician						
Estimate 496 hours @ \$103.50/hr	\$51,336.00	-0-	-0-	-0-	-0-	
Nuclear Gauge						
Estimate 62 days @ \$63.00/day	\$ 3,906.00	14 days @ \$63.00/day	\$ 882.00	\$ 882.00	27 days @ \$64.00/day -	\$ 1,728.00
		77 days @ \$64.00/day	\$ 4,928.00	\$ 4,928.00		
Cone Penetrometer						
Estimate 12 days @ \$60.00/day	\$ 720.00	8 days @ \$60.00/day	\$ 480.00	\$ 480.00	2 days @ \$60.00/ea -	\$120.00

Soils Cont.		(NOTE: Rate changes Effective 6/1/12)			Estimated	Estimated
<u>Proposed</u>	<u>Original Total</u>	<u>Actual to 10/31/12</u>	<u>Total Invoiced to 10/31/12</u>	<u>Quantities to Complete</u>	<u>Total to Complete</u>	
Standard Proctor Test						
Estimate 4 tests @ \$175.00/test	\$ 700.00	18 tests @ \$175.00/ea	\$ 1,925.00	-0-		
		5 tests @ \$180.00/ea	\$ 900.00	1 test @ \$180.00/ea -	\$ 180.00-	
Combined Sieve/Hydrometer Test						
Estimate 4 tests @ \$155.00/test	\$ 620.00	3 tests @ \$155.00/ea	\$ 465.00	-0-		
		1 test @ \$175.00/ea	\$ 175.00	-0-		
Washed Sieve Analysis						
Estimate 4 tests @ \$105.00/test	\$ 420.00	1 test @ \$110.00/ea	\$ 110.00	-0-		
Atterberg Limits						
Estimate 0 tests	\$ -0-	3 tests @ \$85.00/ea	\$ 255.00	-0-		
		1 test @ \$90.00/ea	\$ 90.00	-0-		
Organic Content						
Estimate 0 tests	\$ -0-	4 tests @ \$75.00/ea	\$ 300.00	-0-		
Project Geotech Engineer						
Estimate 32 hours @ \$120.00/hr	\$ 3,840.00		-0- (Included Below)	-0-		
Senior Geotech Engineer						
Estimate 8 hours @ \$140.00/hr	\$ 1,120.00			-0-		
<u>Administration and Review</u>						
Project Engineer						
Estimate 80 hours @ \$120.00/hr	\$ 9,600.00	19.5 hrs @ \$120.00/hr	\$ 2,340.00			
		71 hrs @ \$125.00/hr	\$ 8,875.00	32 hrs @ \$125.00/hr -	\$ 4,000.00	
Technical Typist						
Estimate 36 hours @ \$49.00/hr	\$ 1,764.00	10 hrs @ \$49.00/hr	\$ 490.00			
		38 hrs @ \$59.00/hr	\$ 2,242.00	16 hrs @ \$59.00/hr -	\$ 944.00	
PROPOSED PROJECT TOTAL:			<u>\$131,047.00</u>			
TOTAL INVOICED TO October 31, 2012:			<u>\$116,731.63</u>			
ESTIMATED TOTAL TO FINISH:					<u>\$49,087.00</u>	
LESS BALANCE OF CONTRACT					< \$14,315.37 >	
SUPPLEMENTAL REQUEST TO FINISH PROJECT					<u>\$34,771.63</u>	