

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: March 2, 2006 (COW) (B of T) **Date:** March 16, 2006

TITLE: Special Assessment 213B (West Road – St. Charles Road to Woodland Avenue)
 Resident Engineering – Amendment #1

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

BACKGROUND/POLICY IMPLICATIONS:

Please see memo.

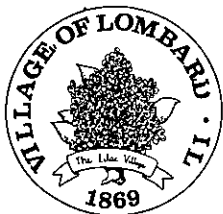
FISCAL IMPACT/FUNDING SOURCE:

Total Amended Contract Amount: \$126,309.30 / Capital Projects Fund
 Amendment Amount: \$35,651.04
 HTE Project Number: 0141
 Account: 8735.755660
 PW Project Number: ST-05-03
 P.O. #: 052550

Review (as necessary):

Village Attorney X	_____	Date _____
Finance Director X	<i>Leonard J Flood</i>	Date <i>03/08/06</i>
Village Manager X	<i>W. T. Lichter</i>	Date <i>3/8/06</i>

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.



MEMORANDUM

To: Board of Local Improvements

Through: Wes Anderson, Assistant Director of Public Works *WA*

From: Ray Schwab, Civil Engineer II

Date: March 3, 2006

Subject: Special Assessment 213B (West Road)
Resident Engineering – Amendment #1

Attached is a breakdown of the additional work effort from Burns & McDonnell for providing construction observation services for SA 213B. This is in response to your request for more information related to additional compensation for Burns & McDonnell in the amount of \$35,651.04.

The request for additional compensation stems from five items: first, an extension of time for underground utility construction; second, redesign of a retaining wall at 40 West Road; third, extensive after-hours time spent by the resident engineer with West Road residents discussing the effects of construction along the right-of-way in front of their property (location of sidewalk, sanitary clean outs, roadway grades, parkway drainage, driveway aprons, tree removal and temporary easements); fourth, a delay related to the delivery and installation of street lighting; and fifth, remaining work effort to close out the project. The proposed revised contract amount is \$126,309.30 (\$90,658.30 + \$35,651.04).

The original proposal anticipated staffing the job until the end of November. The start of construction was mid-June and construction was substantially complete in the first week of December. As shown in the attached exhibit (1), Burns & McDonnell's hours tracked fairly close to what was proposed. However, due to items mentioned above, the original hours were exceeded. This is illustrated at the bottom of the attached Manhour Breakdown exhibit.

The summary of the additional hours per task is in the table below:

Resident Eng.	Hours	% of Hours	Total Cost
D. Clements			
\$32.36			
Inspection associated with time extension for Underground Utility Construction	75	19.7%	\$2,427.00
Retaining Wall Redesign	40	10.5%	\$1,294.40
After Hour Meetings With Residents	167	43.9%	\$5,404.12
Light Pole Delay	50	13.2%	\$1,618.00
Close Out	48	12.6%	\$1,553.28
Sub-Total	380		\$12,296.80
Multiplier (overhead & fringe)	1.8		\$22,134.24
Total Labor Cost			\$34,431.04
Direct Costs (daily vehicle costs)			\$1,220.00
			\$35,651.04

The task "Inspection Associated With Time Extension for Underground Utility Construction" is the time Burns & McDonnell spent over the 32 calendar day contract extension period inspecting underground utility work.

The "Retaining Wall Redesign" includes all the time associated with surveying, and meeting with the Village staff and the property owners of 36 and 40 West Road regarding the design of the retaining wall and its effects on existing trees and elevation/grade of the resident's front yard and construction of the wall.

Burns & McDonnell was asked to review their job diaries and calculate the amount of additional time spent talking with residents about their property. Topics covered with residents included apron upgrades, sidewalk location, water and sewer service location, landscape restoration, tree protection, roadway elevations, curb depressions, accessibility, construction schedule and numerous other topics of concern to the residents.

Currently, R.W. Duntelman is being assessed \$4,537.41 in liquidated damages. The assessed liquidated damages are deducted from the amount due R.W. Duntelman in payout #7 (which is being reviewed by BOLI separately). The amount assessed to Duntelman is related to the item called "Light Pole Delay" and includes all out-of-pocket costs to the Village associated with the delay. Village staff has meet with Duntelman and stated that damages will continue to accrue if additional costs are incurred from Burns & McDonnell.

The last item, close out, is a contingent amount. All costs associated with this item will be charged to Duntelman in the form of liquidated damages. This is a "worst case" estimate by Burns & McDonnell. Burns included time in the amendment in case the remaining punch list items could not be promptly resolved with Duntelman.

WA/DD/rags

c: File: ST-05-03
H:PW/PW-ENG/PROJECTS/FY2003/ST-05-03/Resident Engineering

RESOLUTION
R_____06

A RESOLUTION AUTHORIZING
AMENDMENT OF A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, the Board of Trustees of the Village of Lombard on May 19, 2005 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Burns & McDonnell, Inc., 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, Inc. substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 16th day of March 2006.

Ayes: _____

Nays: _____

Absent: _____

Approved this this 16th day of March 2006.

ATTEST:

William J. Mueller
Village President

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this this 16th day of March 2006, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **BURNS & MCDONNELL, INC.** (the "CONSULTANT").

WHEREAS, on May 19, 2005 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Special Assessment 213B; 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 10, 2006 letter.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$126,309.30

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: _____
Village Clerk

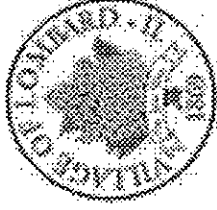
and **BURNS & MCDONNELL, INC.**

By: _____

ATTEST:

By: _____

Village of Lombard Special Assessment 213B Manhour Breakdown December 10, 2005



MONTH
WEEK ENDING (SAT.)

Dennis Clements Resident Engineer

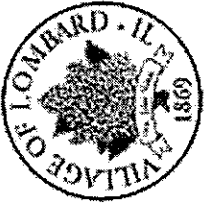
- Review and monitor construction schedule
- Respond to Residents Concerns
- Weekly Observation / Weekly Report
- Close Out and Record Drawings

TOTAL:

	Dec					Jan					Feb					Totals
	2	9	16	23	30	7	14	21	28	4	11	18	25			
1			1		1	1										4
2			2		2	1	1									8
30	20	20	30	20	33	20										153
7	20	20	7	20	4	8	29	30	30	15	15	15	15			215
40	40	40	40	40	40	30	30	30	30	15	15	15	15			380



380



**Village of Lombard
SA 213B - West Road
December 10, 2005**

	Resident Eng.		Total Hours	% of Hours	Total Cost
	D. Clements				
Rate*	\$32.36				
Review and monitor construction schedule	4	4	1.1%	\$129.44	
Respond to Residents Concerns	8	8	2.1%	\$258.88	
Weekly Observation / Weekly Report	153	153	40.3%	\$4,951.08	
Close Out and Record Drawings	215	215	56.6%	\$6,957.40	
Subtotal	380	380			
% of Hours	100.0%		100.0%		
Total Direct Labor					\$12,296.80
Multiplier					2.80
Direct Costs					\$1,220.00
Total Costs					\$35,651.04

* Rate = total cash compensation for employee

*** Hourly Truck Rates

0 to 2 Hrs. = \$0

2.5 to 6.5 Hrs. = \$18

7 to 8 Hrs. = \$36

**1 Nextel unit with extended minute package @ \$125.00 X

4 =

\$500.00

Total= \$500.00



Expense Breakdown

Vehicle Expenses

20 Days @ \$36.

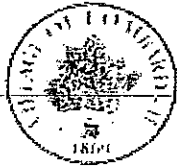
\$720.00

Mobile Communications**

\$500.00

TOTAL OF DIRECT COSTS

\$1,220.00



Village of Lombard
Special Assessment 213B
Manhour Breakdown
April 29, 2005

MONTH
WEEK ENDING (SAT.)

Dennis Clements Resident Engineer

Administrative Assistance
Files, etc.

Auto Cad Support
Record Drawings

Inspectors (Campbell, Lepley, Liese)
Inspection

Chad Hawthorn (Survey)
Survey

Rodman
Survey

Greg Salinis (Materials Support)
Technical Support for Material Issues

Mike Folta
Client Coordination / Project Administration

Jun				Jul					Aug				Sep				Oct					Nov				Dec						
	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	
Resident Engineer																																
Proposed Hours	2	2	4	24	40	42	44	45	45	45	45	45	44	45	45	44	45	45	44	45	45	6	42	36	18	11						
Actual Hours	0	0	0	23	40	36	40	24	50	40	40	45	44	44	49	44	44	44	45	44	43	40	62	45	45	40	24	24	40	36	36	16
Proposed Hours	2	2	2	0	0	0	1	0	0	0	0	0	1	0	0	1	0	0	1	0	0	0	0	1	0	0						
Actual Hours																																
Proposed Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4						
Actual Hours																																
Proposed Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Actual Hours								20										2														
Proposed Hours	0	0	0	0	8	4	4	4	4	8	4	4	4	8	4	4	3	0	0	0	0	0	0	0	0	0						
Actual Hours				15	17				4	5		4	4		9			0	0	0	0	0	0	0	0	0						
																						1										
Proposed Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Actual Hours																																
Proposed Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Actual Hours																																
Proposed Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Actual Hours																																
Total Proposed Hours	4	4	6	24	48	46	49	49	49	53	49	49	49	53	49	49	48	45	45	45	45	6	42	37	22	15	0	0	0	0	0	
Total Actual Hours	0	0	0	35	40	36	40	24	54	40	40	45	44	44	49	44	44	44	45	44	43	40	63	45	45	40	24	24	40	36	36	16
Difference	-4	-4	-6	14	9	-10	-9	-5	5	-8	-9	4	-1	-9	9	-5	-4	1	0	-2	-5	57	3	8	18	9	24	40	36	36	16	
Running Total of Difference	-4	-8	-14	0	9	-1	-10	-15	-10	-18	-27	-23	-24	-33	-24	-29	-33	-32	-32	-34	-39	18	21	29	47	56	80	120	156	192	208	

SCHEDULE

BMCD Proposed Work Effort

BMCD Actual Work Effort

Contractor Proposed Schedule

Actual Contract Activities

BMCD Hours Spent Over Proposed
BMCD Hours Proposed to Complete

