

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: Scott Niehaus, Village Manager

DATE: February 7, 2017 (COW) (B of T) **Date:** February 16, 2017

TITLE: IL Route 53 Storm Water Pump Station Improvements
Resident Engineering Services
Contract Amendment #1

SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works

BACKGROUND/POLICY IMPLICATIONS:

Additional construction observation/inspection services for the construction of the IL Route 53 Storm Water Pump Station Improvements project.

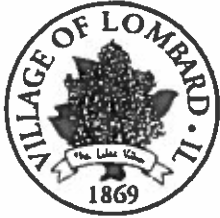
FISCAL IMPACT/FUNDING SOURCE:

Current Total Contract Amount: \$179,523.00
Proposed Amendment: \$85,831.00
Revised Contract Amount: \$265,354.00
NWS Project Number: SS 12 01
Account: RES ENG Water/Sewer Capital Reserve: 520.790.715.75420

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.



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David Gorman, P.E., Assistant Director of Public Works
Date: February, 7, 2017
Subject: IL Route 53 Storm Water Pump Station Improvements
Resident Engineering Services
Contract Amendment #1

Attached please find a letter from Baxter & Woodman, revised work effort and fee and a resolution regarding an amendment to the resident engineering services contract in the amount of \$85,831.00 for the IL Route 53 Storm Water Pump Station Improvements project.

Several issues have impeded the progress of the IL Route 53 Storm Water Pump Station Improvements project. The primary delay for the project is related to the dewatering of the job site, specifically the wet well for the new pump station. Initially, the contractor forged ahead without a formally approved dewatering plan. Several discussions were held with the general contractor (Rausch Infrastructure), resident engineer (Baxter & Woodman), the soils and construction material testing firm (Seeco Consultants) and Village staff regarding this issue. The contractor cited differing site conditions; whereas the Village and its consultant's opinion is that the contractor did not properly interpret the soils report (included in the bidding documents) nor adhere to the contract specification that required that a dewatering plan be submitted for Village approval prior to commencing.

After several unsuccessful attempts to draw down the ground water conditions, the contractor then brought in his own geotechnical consultant, drilling company and dewatering subcontractor. After installing another series of deeper wells, the contractor was able to lower the water level so the wet well could finally be constructed under dry conditions. Baxter and Woodman was requested to be on-site while any construction activity was occurring and to document construction activities. Baxter & Woodman recorded the daily activities of the contractor and his subcontractors regarding the dewatering efforts and other construction activities occurring while the contractor was attempting to draw down the water table. The contractor has submitted an initial report outlining his request for a time delay and additional compensation. He has listed efforts and activities related to the dewatering operation that he views as being related to differing subsurface site conditions. The dewatering issue has delayed the project approximately eight weeks.

A secondary significant complication that was encountered during construction was the complicated location of an existing sanitary sewer located under IL Route 53. During excavation near the 72 inch diameter storm sewer on the west side of Route 53, it was discovered that a segment of Village's sanitary sewer located under a ComEd duct bank had a sag/bend in the pipe and had also failed. Working with ComEd and the design engineer (Christopher B. Burke Engineering LTD.), the sanitary sewer line was proposed to be relocated north of the current location. After the initial attempt by the subcontractor to auger a casing pipe under Route 53, it was found that directional drilling under Route 53 was not possible and that hand tunneling would be attempted. This proved to be a cost prohibitive operation due to large rocks in the substrate. The Village is currently working with IDOT and ComEd to open cut the road for the installation of the sanitary sewer. Baxter and Woodman has expended staff time in supplying field information to the design engineer and developing maintenance of traffic plans for approval

from IDOT. Additional time will also be needed to coordinate the new action plan with ComEd, IDOT and the general sub subcontractor.

The scope and fee were negotiated with Baxter & Woodman Inc. and agreed to by both parties. The amended not-to-exceed fee for resident engineering services is \$265,364.00.

Please present this amendment and resolution to the President and Board of Trustees for their review at their regular meeting of February 16, 2017.

R E S O L U T I O N
R _____

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 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 Baxter & Woodman . regarding the IL Route 53 Storm Water Pump Station 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 \$85,831.00, to a total the total dollar amount of \$265,354.00.

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 _____ day of _____, 2017,
pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____, 2017.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

February 6, 2017

Mr. Ray Schwab
Village of Lombard-Village Engineer
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148-3926

Subject: Village of Lombard-IL Rte. 53 Storm Water Pump Station -Resident Engineering

Dear Mr. Schwab:

As you are aware, the subject project has fallen behind schedule 3 to 4 months. The contractor Rausch Infrastructure had encountered difficulties involving the dewatering of the site for the installation of the proposed wet well. Rausch Infrastructure did not follow the contract plans and specifications. Their submitted dewatering plan was incomplete and not approved, so their dewatering work proceeded at their own risk.

Following the installation of the confined sheeting, (protection for the proposed wet well) the excavation work and dewatering operations started in August of 2016 as scheduled. After several failed attempts over 3 months to control the ground water inflow using their dewatering plan and operations, Rausch hired a professional dewatering company (Kelley Dewatering) and other sub consultants (Terracon and Strata Well Development) in November of 2016. This action assisted in their efforts to control the dewatering operations so the wet well mud slab could be constructed on dry stable subgrade. The mud slab for the wet well was scheduled to be completed in September of 2016. Due to the delay, the mud slab was constructed in early January of 2017, (3) three months behind schedule.

Rausch Infrastructure indicated they were going to submit a claim for additional expenses related to their dewatering operations. In an effort to properly observe and document this work by Rausch, the Village requested Baxter & Woodman be present on a full time basis including Saturdays.

Our approved hours and fee for the project was set up for part time construction observation and documentation (25 hours/week) for 33 weeks, (16hours/week) for 10 weeks and limited construction management (2.0 hours/week).

Other major changes during construction that have increased our involvement and required more time for construction observation, documentation of work, and construction management on the project were:

- The water main and sanitary sewer plan revisions required due to utility conflicts under IL Rte. 53 and on site.
- Extra utility coordination (Com-Ed and Nicor) to determine the existing utilities in the IDOT ROW.
- Coordinating with IDOT Permitting. Baxter & Woodman prepared and submitted several Maintenance of Traffic Plans to IDOT to be able to construct the revised underground work under IL. Route 53.
- Monitoring the contractors and subcontractors work on a full time basis for compliance with the plans and the specifications, and ensuring the work meets the Village standards.



In Summary:

The Village has requested Baxter & Woodman to provide the additional construction engineering time and costs due to the reasons stated above. The time period used is from the start of the project (June 1, 2016) to date (February 1 2017) plus an estimate of extended time and costs from the original substantial completion date (March 17, 2107) to the new estimated substantial completion date of (July 1 , 2017).

We therefore request an additional fee adjustment of **\$85,831** for 760 hours of work as shown on Amendment #1 Exhibit B. This is an increase of our approved "Not to Exceed" fee from \$179,523 to **\$265,354** of Construction Engineering Services.

Please contact us with any questions in regards to this letter.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Mark L. Dachsteiner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark L. Dachsteiner, PE
Project Manager

Cc: John Ambrose P.E. – CEO/Client Manager

ILL. ROUTE 83 STORM WATER PUMP STATION IMPROVEMENTS -RESIDENT ENGINEERING
 AMENDMENT#1
 EXHIBIT B

VILLAGE OF LOMBARD, ILLINOIS
 CONSTRUCTION ENGINEERING

VILLAGE OF LOMBARD, ILLINOIS
 (Municipality/Township/County)

*Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 15.3%
 Multiplier 2.85
 Calendar Days 455 65 wks

Local Agency: VILLAGE OF LOMBARD, ILLINOIS
 (Municipality/Township/County)

* start work 6/1/2016 to close out 9/1/2017 closeout-as-builts & GIS compl.
 * 0 Saturdays
 Begin 6/1/16 End 7/1/2017
 Begin 7/1/17 End 8/1/17
 Substantial completion
 Final Completion

Cost Estimate of Consultant's Services In Dollars

| Tasks | Employee Classification | Man-Hours | Payroll Rate | % of Hours task | Total Cost | In-House Direct Costs (IHDC) | Total cost by task | % Cost per task | Total Cost w/ Mult |
|---------------------------|-------------------------|-----------|--------------|-----------------|--------------|------------------------------|--------------------|-----------------|--------------------|
| ADMINISTRATION & MEETINGS | John Ambrose | 4 | \$81.79 | 0.17% | \$327.16 | | | | \$932.41 |
| | Mark Dachsteiner | 429 | \$55.95 | 18.40% | \$24,002.55 | \$190.50 | \$ 70,157.86 | 26.44% | \$68,597.77 |
| | Barb Tobin | 8 | \$27.53 | 0.34% | \$220.24 | | | | \$627.68 |
| OBS & DOCUMENT & ADMIN | Jeremy Norton | 308 | \$40.57 | 13.12% | \$12,414.42 | \$4,143.25 | | | \$39,524.35 |
| GIS DATA/ OPERATIONS | Donn Fimbach | 956 | \$30.90 | 42.71% | \$30,776.40 | \$1,890.00 | | | \$89,602.74 |
| | Gary Nehls | 60 | \$48.09 | 2.57% | \$2,945.40 | \$190.50 | | | \$8,584.98 |
| | Rich Himebaugh | 133 | \$40.59 | 5.70% | \$5,398.47 | | \$153,097.62 | 57.70% | \$15,385.64 |
| IDOT MOT Work | Designer | 60 | \$46.03 | 2.57% | \$2,761.80 | | | | \$7,871.13 |
| | | 0 | \$40.00 | 0.00% | \$0.00 | | \$ 7,871.13 | 2.97% | \$0.00 |
| SHOP DRAWING REVIEW | Vahid K | 16 | \$50.90 | 0.69% | \$814.40 | | | | \$2,321.04 |
| | Mark Dachsteiner | 8 | \$55.95 | 0.34% | \$447.60 | | \$ 3,596.70 | 1.36% | \$1,275.66 |
| PROJ CLOSEOUT & REC DRAW | Jeremy Norton | 24 | \$40.57 | 1.03% | \$973.68 | | | | \$2,774.99 |
| | Randall Eskick | 32 | \$42.65 | 1.37% | \$1,371.20 | | | | \$3,907.92 |
| | Mark Dachsteiner | 24 | \$55.95 | 1.03% | \$1,342.80 | | | | \$3,828.98 |
| | Donn Fimbach | 60 | \$30.90 | 2.57% | \$1,854.00 | | \$15,793.79 | 5.95% | \$5,283.90 |
| GIS Processing | Andy Zaketel | 16 | \$53.11 | 0.69% | \$848.76 | | | | \$2,421.82 |
| | Dan Sattler | 140 | \$28.44 | 6.00% | \$3,701.60 | | | | \$10,549.56 |
| | Peter Ferretti | 16 | \$40.91 | 0.69% | \$654.56 | | \$14,836.87 | 5.59% | \$1,865.50 |
| TOTALS | | 2,332 | | 100.00% | \$ 90,866 \$ | \$ 8,414 \$ | \$ 285,354 \$ | 100.00% | \$ 286,364 \$ |

In-House Direct Costs: \$6,615 incl \$417 Tolls-added 725 miles @ 0.575
 VEHICLE EXPENSES - TRAVEL & TOLLS, 11505MI @ \$0.575/MILE =

| Personnel & Hours | % of Hours |
|-------------------|----------------|
| Principal | 0.17% |
| Project Manager | 19.77% |
| GIS Processing | 7.38% |
| JN & DF & GN & RH | 67.71% |
| Secretarial | 0.34% |
| Engr | 0.69% |
| IDOT MOT Work | 2.57% |
| CAD | 1.37% |
| Total | 100.00% |

Project Multiplier

| | | | | |
|--------------------------|---|---------------|-------|--------------|
| Overhead (see exhibit A) | = | Standard Time | 1.59 | 1.53 |
| Direct Labor | = | 1.00 | 1.00 | 1.00 |
| Profits @ 14.5% | = | 0.376 | 0.376 | 0.316* |
| Multiplier | = | 2.966 | | 2.846 |

Our approved IDOT overhead rate is 1.53. We propose to use a multiplier of 2.85 for all employee hours for this project.