

DISTRICT 4

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

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

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A Huliseberg, Village Manager *John*

DATE: October 29, 2008 (COW) (B of T) Date: November 5, 2008

TITLE: Olde Towne - East, Phase 3 Resident Engineering Contract Amendment # 1

SUBMITTED BY: David A. Dratmol, P.E. - Village Engineer *John*

BACKGROUND/POLICY IMPLICATIONS:

The amendment to the contract with Baxter & Woodman is for additional time needed for Resident Engineering services in conjunction with the extended construction schedule for the project.

FISCAL IMPACT/FUNDING SOURCE:

THIS ITEM: \$48,978.00 INCREASE (\$11,638 Capital Project Fund & \$37,340 Water/Sewer Fund)
TOTAL CONTRACT: \$322,808.00
Public Works Project No.: ST-07-04
SPS Project: 0704
P.O. #: 059962

Review (as necessary):

Village Attorney X _____
Finance Director X _____
Village Manager X _____
Date _____
Date 10/29/08
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. Huiseberg, Village Manager
 From: David A. Dratmol, P.E., Village Engineer *David*
 Through: Carl Goldsmith, Public Works Director
 Date: October 29, 2008
 Subject: Olde Towne - East, Phase 3 Resident Engineering Contract Amendment #1



Attached please find a "Resolution Authorizing Amendment of a Professional Services Contract" and an "Agreement to Amend a Contract" for the Olde Towne - East, Phase 3 job. The project area includes: Charlotte Street (Grove to Windsor), Grove Street (Charlotte to Garfield) & Garfield Street (St Charles to Windsor). This amendment addresses compensation to the Resident Engineering firm due to delays by the contractor in completing the work. The Village requires the Resident Engineer to be on-site whenever the contractor is working on the job. The original contract with the Resident Engineering firm is based on the construction contract duration in the Contract Documents. For this job the total original contract time was one hundred eighty five (185) calendar days for substantial completion plus fifteen (15) days to complete punch list items.

A fourteen (14) day time extension was granted to Brother's Asphalt (general contractor for the project), by Change Order #2. Even with this time extension, the contractor is behind schedule in completing the work. Staff is anticipating that construction will be substantially complete (meaning all work is complete except for punch list items) by November 8th, which is thirty six (36) days beyond the original completion date and twenty two (22) days beyond the extended date. As such this time was not included in the Resident Engineering contract, necessitating this amendment.

Please refer to the attached memo from Baxter & Woodman, which explains in detail the work effort and calculation of man-hours related to this amendment to the Resident Engineering services agreement.

Staff is also reviewing liquidated damage provisions in the construction contract to determine the amount that can be assessed to the contractor for delays in completing the project, as it now appears he will exceed the requested time extension period. Any liquidated damages will reduce the out-of-pocket costs for the Village for this amendment.

Please place this item on the Board of Trustees agenda for the meeting scheduled on November 4, 2008, and request approval of the contract amendment in the amount of \$48,978.00. This amendment increases the contract to a not-to-exceed amount of \$322,808.00. If approved, please return all paperwork to Engineering for further processing.

A RESOLUTION AUTHORIZING
AMENDMENT OF A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, the Board of Trustees of the Village of Lombard on March 20, 2008 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Baxter & Woodman, 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 Baxter & Woodman, Inc., substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this the 6th day of November 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this the 6th day of November 2008.

ATTEST:

William J. Mueller
Village President

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas R. Bayer
Village Attorney

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this the 6th day of November 2008 by and between the Village of Lombard (the "VILLAGE") and Baxter & Woodman, Inc. (the "CONSULTANT").

WHEREAS, on March 20, 2008 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Olde Towne – East, Phase 3 project; 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 as provided for in the CONSULTANT'S October 28, 2008 letter.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$322,808.00

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 Baxter & Woodman, Inc.

By: _____

ATTEST:

By: _____



October 28, 2008

Mr. David A. Dratnol, P.E.

Village Engineer

Village of Lombard

1051 S. Hammerschmidt Avenue

Lombard, Illinois 60148-3926

**Subject: Village of Lombard - Olde Towne - East PHIII
Resident Engineering**

Dear Mr. Dratnol:

Please find the following attached documents that will be included in our Engineering Services Agreement-Amendment #1 with Village:

- Exhibit B- Amendment #1- Anticipated Fee for the extended Work Effort, Project Multiplier, and amended contract amount of (\$273,830 + \$ 48,978.00) = \$322,808.00 for Resident Engineering Services.

Correspondence from Ray Schwab dated October 9, 2008 to the contractor revised the final and substantial completion dates by extending the contract time by 14 calendar days. The new substantial completion date is October 17, 2008 and final completion date is November 1, 2008.

The Contractor has not met these dates and has provided us with a revised progress schedule which shows substantial completion as November 8, 2008, and final completion as November 15, 2008. If the Contractor completes the work by those dates we anticipate the construction engineering services to be completed by Baxter & Woodman, Inc by December 2, 2008.

We estimate an additional (430 man-hours) - 368 hrs of observation and documentation and 62 man-hours of administration and meetings will be required to complete this project. The time frame from October 3, 2008 to November 15, 2008 will require additional observation and documentation of the Contractors work and working on administrative tasks to substantially complete the project.

300 Park Boulevard
Suite 355
Itasca, IL 60143
Phone: 630.773.1870
Fax 630.773.3150
info@baxterwoodman.com



Also during the past summer we had spent additional time for construction administration because of field design revisions made to the plans on Charlotte Street (Horizontal Directional Drilling) and Garfield Street placing the water main deeper because of sanitary sewer service and water main elevation conflicts.

We also provided additional oversight to ensure the plans and specifications were being followed by the contractor, documentation and review of extra work done by the contractor that was requested by the Village, data collection and meetings with utilities (Nicor and Com-Ed) that the contractor did not initiate or provide.

Please contact me or Mark Dachsteiner with any questions you may have.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "JVA" with "m.c.d." written below it.

John V. Ambrose, PE

Vice President/Illasca Regional Manager

I:\OMBD\080082-0810 Eng Short List\10-Proposal\Oide Towne East PH111 prj\Scope & Fee Negotiation\Contract cover1.doc

300 Park Boulevard

Suite 355

Illasca, IL 60148

Phone: 630.773.1870

Fax 630.773.3150

info@baxterwoodman.com

VILLAGE OF LOMBARD, ILLINOIS
 OLDE TOWNE EAST - PHASE III
 EXHIBIT B-Amendment #1
 CONSTRUCTION ENGINEERING

Route: Olde Towne East-Phase III
 Local Agency: VILLAGE OF LOMBARD, ILLINOIS
 (Municipality/Township/County)

*Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 157%
 Multiplier 2.89
 Calendar Days per contract 185
 60 cal days added

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	PRINCIPAL	2	\$63.00	0.47%	\$126.00				\$362.88
	P. MANAGER	60	\$48.56	13.95%	\$2,913.60	\$60.00	\$ 8,814.05	18.00%	\$8,451.17
	SECRETARY	0	\$23.26	0.00%	\$0.00				\$0.00
OBSERVATION/DOCUMENTATION	RES ENGR.	360	\$37.82	83.72%	\$13,543.20	\$479.00	\$ 40,164.04	82.00%	\$39,483.42
CONSTRUCTION STAKEOUT	ASST. RESIDENT SURVEYOR	0	\$28.89	1.86%	\$231.12	\$15.00	\$ -	0.00%	\$680.63
SHOP DRAWING REVIEW	SURVEYOR	0	\$25.00	0.00%	\$0.00				\$0.00
PROJ CLOSEDOUT & REC DRAW	SURVEYOR	0	\$47.00	0.00%	\$0.00				\$0.00
	SURVEYOR	0	\$37.82	0.00%	\$0.00				\$0.00
	SURVEYOR	0	\$32.00	0.00%	\$0.00				\$0.00
GIS/GPS PROCESSING & ADMIN	GIS/GPS PM	0	\$44.89	0.00%	\$0.00				\$0.00
	GIS/GPS CAD	0	\$21.48	0.00%	\$0.00				\$0.00
TOTALS		430		100.00%	\$16,814	\$54	\$48,978	100.00%	\$48,978

In-House Direct Costs:
 VEHICLE EXPENSES - TRAVEL, 947 MI @ \$0.585/MILE = \$554

GIS/GPS Equip rental \$0.00

Personnel & Hours	% of Hours
Principal	0.47%
Project Manager	13.95%
Secretary	0.00%
Resident Engineer	83.72%
Asst. Resident Engineer	1.86%
Surveyor	0.00%
CAD	0.00%
GIS/GPS PM	0.00%
GIS/GPS CAD	0.00%
SUR ENGR	0.00%
Total	100.00%

Project Multiplier

Overhead (see exhibit A) = 1.57
 Direct Labor = 1.00
 Profits @ 12% = 0.308
 Multiplier = 2.878

Our approved IDOT overhead rate is 1.57. We propose to use a multiplier of 2.88 for this project