

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: October 7, 2014 (COW) (B of T) **Date:** October 16, 2014

TITLE: Finley Road Rehabilitation – Phase 1
Resident Engineering Services – Amendment #2

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

BACKGROUND/POLICY IMPLICATIONS:

Additional hours of construction inspection services for the Finley Road Pavement Rehabilitation - Phase 1 project.

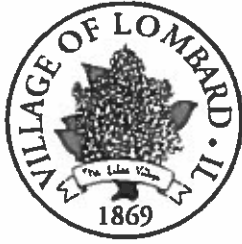
FISCAL IMPACT/FUNDING SOURCE:

Total Current Contract Amount: \$315,502.36
Amendment #2: \$6,892.75
Amended Contract Amount: \$322,395.11
NWS Project Number: ST 12 02
Account: RES ENG 410.710.775.75410

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 S. Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: October 6, 2014
Subject: Finley Road Pavement Improvements, Phase 1
Resident Engineering Contract Amendment #2

Attached please find a letter which documents a request from Baxter and Woodman Consulting Engineers for a contract amendment in the amount of \$6,892.75 for additional resident engineering services for the Finley Road Pavement Improvements, Phase 1 project.

The additional task/hours can be linked to three primary items.

1. Repairs to substandard pavement striping that had not been completed in the late fall.
2. Repairs to rutted areas of asphalt pavement and cracked white topping panels. These failures developed over the winter of 2013/2014.
3. Saw cutting the concrete pavement within the Phase 1 project area and the repair of the pavement "blow-up" that occurred at the intersection of Finley Road and Madison Street intersection in May of 2014.

The first contract amendment was \$8,970.36 and was approved by the Acting Village Manager in January of this year. Since the aggregate change to the contract amount is over the threshold of \$10,000, it is being sent to the Village Board for approval.

Please present this amendment to the President and Board of Trustees for their review and approval at their regular meeting on October 16, 2014. If approved, please have the two signed originals returned to Engineering for further processing.

Attachment: Baxter & Woodman Letter 01/07/14

DAD/rgs

RESOLUTION
R _____

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

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 Finley Road Pavement Rehabilitation – Phase 1, 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 \$6,892.75, when combined with (a) previous amendment(s) would increase the total dollar amount of the contract by \$15,863.11 to a total contract amount of \$322,395.11

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 16th day of October 2014, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 16th day of October, 2014.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

October 1, 2014

Mr. David Dratnol, P.E.
Village of Lombard-Village Engineer
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148-3926

Subject: Village of Lombard-Finley Road Pavement Rehab (Phase1)-Resident Engineering

Dear Mr. Dratnol:

As you are aware, the Contractor D Construction was to complete the remaining punchlist work identified on December 3, 2013 before May 1, 2014. The Village had indicated that our involvement in 2014 with the closeout of this project would be addressed (in-house) with the Village staff. The following *summary* was sent to you on January 7, 2014:

We have been informed that the Village would re-inspect the remaining punchlist and warranty work in the Spring of 2014 and that we should submit our final invoicing for the project.

Our time for Construction Management, Field Observation, Project Documentation, and Project Closeout has exceeded the planned budgeted fee and man-hours. The justification for this occurring is due to the contract being extended 3 times by Change Order and twelve (12) months by the Contractor's failure to complete the work. The time working on the project past the approved Final Completion Date of September 12, 2013 for the re-inspections of the punchlist items and site meetings to identify and verify completion of punchlist items is also warranted.

On May 1, 2014 the Contractor still had not completed the minor punchlist work. At this time we were working on the completion of the Finley Road Phase 2 project. Around May 19, 2014 it was brought to D Construction's attention that pavement failures (cracks in the asphalt and concrete panels) at the intersection of Madison Street and Finley Road needed to be completed that were considered punchlist items. The Village requested that we provide additional construction administration, field observation, and documentation services for the remediation of the punchlist work since we were on site working on the closeout of Phase 2.

After the asphalt and concrete panel repairs were made by D construction other incidents occurred that were not punchlist related. On May 29, 2014 and June 3, 2014 the south and north bound lanes of whitetopping panels heaved (approximately 30SY) at the intersection of Madison and Finley adjacent to the previous repairs that were made. The Village discussed the possible causes for the panel heaving with Baxter & Woodman, Inc., the Designer, and Mr. Randall Riley from the ILCPA. It was then determined that the whitetopping panels in the entire intersection should be removed and replaced with asphalt (260SY). In addition, the existing whitetopping panels in all of Phase 1 should be saw cut full depth through the fabric layer at minimum every 500 feet in length.

D Construction was requested to provide a cost for this extra work since they were still under contract with the Village.

The week of August 18, 2014, D construction was on site and completed the extra work. Again, we were asked to provide additional construction administration, field observation, and documentation services for the work.

In Summary:

We have been requested to provide the Village (in addition to this letter) an invoice for the additional time worked in 2013 & 2014 and the extra man-hours required in order to provide justification to amend our original Contract with the Village.

We respectfully request an additional fee of **(\$6,892.75)** as shown on invoice #8 (extra) which is above our approved "Not to Exceed" fee for Construction Engineering beyond the Final Completion Date.

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

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Mark L. Dachsteiner, PE
Project Manager

Cc: John Ambrose P.E. –Vice President and Regional Manager