



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:

**Recommendation to Approve Contract Addendum for Construction Engineering for Headworks Project**

Presenter:

John Lamb

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services	01.24.11
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council	
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>		

Estimated Cost:	\$ 39,000.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

In February of 2010 the committee approved contract with Trotter and Associates for the design engineering of an infrastructure maintenance construction project referred to as the plant headworks project. At the time the construction phase engineering amount was not known and therefore not included in the proposal.

Trotter and Associates have submitted a proposal for \$39,000 for construction engineering for the headworks, infrastructure work. They will provide work inspections, prepare record, final drawings and work with the construction management company.

**Attachments: (please list)**

Contract Addendum from Trotter and Associates.

**Recommendation / Suggested Action (briefly explain):**

Staff recommends approval of Contract Addendum from Trotter & Associates in the amount of \$39,000 for Construction Phase for Main WWTF Infrastructure Maintenance.

<i>For office use only:</i>	<i>Agenda Item Number: 6.c II</i>
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**CONTRACT ADDENDUM #1**  
**TO AGREEMENT BETWEEN**  
**CITY OF ST. CHARLES**  
**AND**  
**TROTTER AND ASSOCIATES, INC.**  
**DATED FEBRUARY 8, 2010**

This is an addendum attached to, made part of and incorporated by reference into the Agreement made on February 8, 2010 between the City of St. Charles (Owner) and Trotter and Associates, Inc. (Engineer) providing for professional engineering services for the proposed WWTP Headworks Rehabilitation.

The original Agreement provided for preliminary design, final design and bidding phase services, which have been completed. During the design phase, the City modified the scope to include replacement of the motor control center. The agreement also stipulated construction phase services would be incorporated by addendum prior to the services being rendered. Therefore, Engineer hereby agrees to provide the following engineering services which are not included in the aforementioned Agreement (hereinafter known as Additional Services):

1. Design Phase
  - 1.1. Preparation of plans and specifications for replacement of the existing Motor Control Center
2. Construction Phase
  - 2.1. Attend a Pre-Construction Meeting.
  - 2.2. Address all project correspondence between the Contractor and the OWNER.
  - 2.3. Consult with and advise the OWNER and act as its representative. All of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER, who will have authority to act on behalf of the OWNER.
  - 2.4. Provide weekly written reports to the OWNER depicting all work performed on site during the project.
  - 2.5. Provide all related documentation, review and recommendation services in regards to pay requests, change orders or contract modifications.
  - 2.6. Work with the OWNER for submittal of project payment requests to the IEPA.
  - 2.7. Conduct an inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations hereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give notice to the OWNER and the Contractor(s) that the work is acceptable.

- 2.8 Prepare Record Drawings for the completed Project, based on field notes and information furnished by Contractor(s), as required by the reviewing agencies. The Engineer shall provide the owner with three sets of blue-line drawings and one set in electronic digital disk format acceptable to the OWNER.

Engineer estimates that its additional fee for the Additional Services shall not exceed \$39,000 however, Engineer's charge for services rendered under this Contract Addendum shall be billed as set forth herein and under the original Agreement between Owner and Engineer.

Owner agrees to pay Engineer for the above listed Additional Services based on the time spent performing the work at the hourly billing rates provided for in the original Agreement between Owner and Engineer dated February 8, 2010. In addition, any costs for outside services and reimbursable expenses shall be passed on to the Owner as provided in the original Agreement between Owner and Engineer. All other terms and conditions of the original Agreement between Owner and Engineer are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both Owner and Engineer, including obligations created by this Contract Addendum.

CONTRACT SUMMARY

Original Contract Amount	\$44,800
Changes Prior to This Change	\$0
Design Phase Changes	\$3,440
<u>Construction Phase Engineering</u>	<u>\$39,000</u>
Revised Contract Amount	\$87,240

For purposes of expediency, Engineer and Owner agree that an executed facsimile version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to Engineer after execution.

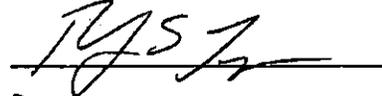
OWNER:

ENGINEER:

CITY OF ST. CHARLES

TROTTER AND ASSOCIATES, INC.

SIGNED:



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\_\_\_\_\_

MAYOR

PRESIDENT

TITLE

TITLE

WITNESSED:

\_\_\_\_\_

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DECEMBER 6, 2010

DATE

DATE