

Village of Colfax
Streets Committee Meeting
Monday, October 26, 2015
6:15 p.m.
Colfax Village Hall
613 Main Street, Colfax, WI

Agenda

1. Call to Order
2. Roll Call
3. Fourth Avenue – discussion and possible recommendation to the board for approval.
 - a. Justification for additional engineering services.
 - b. Final pay estimate for R.M. Schlosser.
 - c. Amendment to the engineering services contract with Ayres Associates.
4. Iverson Road Water Drainage Issue – discussion
5. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn Niggemann Administrator-Clerk-Treasurer's Office, 613 Main Street, Colfax, (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that and necessary arrangements can be made to accommodate each request.

*****It is possible that members of and possibly a quorum of members of the governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information- no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.*****

MEMORANDUM



To: Village of Colfax Board Member

From: Lisa Fleming

Date: October 21, 2015

Project No.: 23-1527.00

Re: Additional Engineering Services Justification for 4th Avenue

This memo is to outline our request for additional engineering services for the 4th Avenue Project. We will start at what was the assumed basis for our initial contract. It is summarized in the table below.

The level of service was based on the agreed upon scope of having an inspector on site full time when underground work was going on, and the spot check the above ground work such as grading, gravel, curb and gutter, paving. We assume the contractor is going to work 10 hours per day on site, and that any travel time for us would be within that 10 hours.

JOB TITLE	MGR	ENG	DESIGNER	TECH 3	TECH 3	CLR
Construction Administration						
Pre-Construction Conference	4	4				1
Board Meetings (assume 2)	4	0				
Progress Meetings (Assume 2)		4				
Change Orders/Pay Requests (Ass)	2	6				1
Sub Comp/Project Close-out		4				1
Final Walk-Through	2	3				
Record Drawings		4		4		
Miscellaneous		4				
SUBTOTALS	12	29	0	4	0	3
Construction Observation						
Sanitary Sewer		30				
Watermain		30				
Storm Sewer		20				
Grading		10				
Curb and Gutter		10				
Paving		10				
Misc and Final Walk through		40				
SUBTOTALS	\$ -	150	0	0	0	0
Construction Staking						
Control and Removals				5		
San Sewer				10		
Water Main				10		
Storm Sewer				10		
Curb and Gutter				10		
SUBTOTALS	0	0	0	45	0	0

Construction Administration

For prep and attendance we had 4 hours set aside. In the fall of 2014 we contacted the prime contractor numerous times and tried to get a start date. We made other inquiries to find out his status on other projects to determine just when we might expect him. Ayres attended several Village Board meetings to present what little updated information we had. We finally got him to commit to a preconstruction conference, and at that time discussed whether it was feasible to start so late in the fall. The Village Board agreed it was not in the best interests of the Village to start so late, and allowed the contractor to delay work until the spring. This meant in 2015 another preconstruction conference was held to get the project rolling.

Estimated additional time outside the scope of services:

Pre Con invite, notes and discussions in fall to get contractor to respond	6 hours
Additional Board Meetings to update progress (2 additional)	4 hours
Additional Public information meeting-Spring 2015	4 hours

Additional time to document issues, meet with contractor, e-mail, go over pay estimates (many times they would be submitted three to four times, until we just filled them out as they could not manage to get the spread sheet correct, review requests, resulted in 10 hours each for the project manager, and the inspector.

Construction Observation:

This item was the largest estimate level of effort. We estimated our time based on what production rates are for average contractors for a four block street. Generally the contractors in the area such as McCabe, A-1 Excavating, American Express, easily meet those production rates.

1. Sanitary Sewer-Estimated time was for 30 hours or about 3-10 hour days. Per the diary they spent 6 days installing the mainline and another day installing the services. Each day was an 11 hour day to be there 100% of the time they were working and travel time. This is an additional 33 hours of work.
2. Water Main-Estimated time was for 30 hours or about 3-10 hour days. Per the diary they spent 8 days for the installation or about an additional 55 hours of work, based on the 11 hours of work per day as we previously stated in 1.
3. Storm Sewer-We estimated it would take 2-10 hour days, but the diary indicates they spent 5.5 days. This is an additional 39 hours of work, again based on 11 hour days.
4. Grading-we estimated that we would be on site to stake and check the grade, however it was apparent in order to assure they met specifications we would have to be on site more often than the spot check estimated just before the gravel placement. Per the diary the contractor did earth work for 6 day, of which we made several trips to the site to verify the grading was being completed correctly and the subgrade was being prepped per specifications. Based on our records we spent an additional 15 hours for this task.
5. Curb and gutter-As you are aware the curb and gutter was installed and during fine grading operations for paving the contractor dinged the edges up and caused damage. This resulted in us having to make several trips to the site to discuss the problem with the contractor, mark out the damaged areas, and complete the installation of the new curb. This effort outside of the one day install that we budgeted for was an additional 3 days, and then the day they fine graded we were on site to observe that they did not damage it again. Additional effort was a total of 20 hours.

6. There was no agreement on the concrete quantities for the project, which resulted in us sending down an operator with a total station data collector to collect the information to put the argument to rest. It took the additional time to gather the data and then provide a print out to the contractor. The prime contractor is responsible to deal with his subs, but in this case just kept passing the issue to Ayres. If we had not gone ahead and completed this work the argument would have dragged on for months costing much more additional time. Additional effort was 8 hours.
7. Contractor required the staking of the center line for fine grading, typically the contractor can do this himself by shooting the curb line and using the plan to figure the elevation out, and use a laser level to accomplish this. It is in the specifications that we set one line (which is generally the curb line) and if the contractor wants more stakes he needs to either do it himself or hire it done. This contractor again does not follow the specifications, and after much discussion and trying to get them to meet their contract obligations, we just gave in to get a quality project and went and staked the centerline. Additional level of effort was 6 hours.

This accounts for the days they worked and were on site. There were many days they did not work but we were checking in daily, numerous times, with them on status through phone or e-mail, and many days we were on call in case they decided to work. They did not call us- we had to track them down and hope they answered cell phones. There were several days too where they did not notify us in time that they were not working, and we went to the job site anyway-resulting in lost time.

Excluding the Fridays they never worked (which we did other work outside of this project) and adding in the time it took to track down the information for the no work, or no show a total of 30 hours was added to our level of effort.

This additional work also results in additional mileage to and from Colfax, based on the above we had an additional 25 trips to the site from Eau Claire, which added cost for mileage to the project.

Lastly as part of their contract they are to provide record drawing information. They have not done that, and we traditionally have a hard time getting that information from them. Knowing that, I directed on site staff to maintain a record so that we are able to provide the Village a set of drawings for future use. As we were onsite anyway there is no additional time associated with this task. I wanted to point out another area where the contractor fails to fulfill his contractor obligation. I have included the updated spread sheet with this additional work.

MUNICIPAL GROUP CONSTRUCTION PHASE SERVICES

JOB TITLE	MGR	ENG	DESIGNER	TECH 3	TECH 3	CLR	
Construction Administration							
Pre-Construction Conference	4	0		2		1	
Board Meetings (assume 2)	4	0					
Progress Meetings (Assume 2)							
Change Orders/Pay Requests (Assume 1 Each)							
Sub Comp/Project Close-out							
Final Walk-Through							
Record Drawings							
Additional Documentatin of Issues	10	0		10			
SUBTOTALS	18	0	0	12	0	1	0
Construction Observation							
Sanitary Sewer		0		33			
Watermain		0		55			
Storm Sewer		0		39			
Grading		0		15			
Curb and Gutter		0		20			
Paving		0					
Misc and Final Walk through		0					
SUBTOTALS	\$ -	0	0	74	0	0	0
Construction Staking							
Control and Removals							
San Sewer							
Water Main							
Storm Sewer							
Curb and Gutter							
Staking Centerline				4			
No show, No Work	0			30			
Documentation				8			
SUBTOTALS	0	0	0	42	0	0	0

Total additional costs to deliver this project was \$22,000.

This contract had a total of 70 calendar days. This time is established by standard production rates experience, plus a few added days for weather delay and possible machine breakdown. The 70 calendar days was more than adequate time to complete the project. The time was not an issue during the bidding process, nor was time ever brought up by the prime contractor until it was obvious they could not make the deadline-and that was when we finally pointed out to them they only had two weeks left. As an example of the lack of forethought on their part, had they worked Fridays and made an effort to work longer days (in one instance if they had worked 2 more hours they would have completed the storm sewer on Thursday, and been ready to grade the road on Friday, but that delay plus not working Friday put them to the following Tuesday before they started earth work-a loss of 4 calendar days) they could have completed this work in relatively dry weather, and under the 70 days allotted to them.

The total time they spent on this project was for 107 calendar days (April 6, 2015-July 21, 2015). This results in a total contract overrun of $107 - 70 = 37$ calendar day over run. At 37 days x \$770 (liquidated damages) = \$28,490. However the liquidated damages is not to be punitive, but only to cover the additional costs borne by the Owner. I recommend that you charge 28.5 days x \$770/ day for a total of \$21,945. This would cover the costs of additional engineering that was required to complete this project.

We take responsibility for the lack of communication on our part as these issues developed. As Project Manager I should have been keeping you better informed. I fell short in that area. For that I apologize. I have no reason that would justify not making more of an effort, and should the Village continue to work on other projects with Ayres Associates I will improve my skills in this area.

I would like to also point out that the time I spent on this project was much greater than the time shown in the spread sheets. I donated the time to the project after hours when I drove down to look the job over. I spent a lot of time pulling out all the above information –again not charging the project for this level of effort.

Lastly, sometimes there is a perception that the engineer “controls” the work and the contractor. We do not. The contractor is solely responsible for his means and methods per the written contract between the owner and the contractor. Our contract is with the owner directly, and the only recourse we have to being made whole is to work through our contract with the Owner to be covered for this work. We do not have a contract with the contractor and do not have a means to hold them accountable.

While it is difficult to evaluate bids, and justify why the Owner does not take the low bid to the public, based on past performance and experience with the bidders, the Owner needs to take careful consideration of the responsible bidder. We have learned our lesson as a company, and while we will not direct any Owner not to accept this company in the future, we will, if the Owner chooses this company, be revisiting our proposed level of effort before the work starts and possibly be asking for an amendment immediately. We cannot be held accountable for a company that is unorganized, and not committed to meeting the contract obligations they have signed up for, and one where we have no contractual connection to that company to ensure we are paid for the level of work we do.

We feel that we have been a good partner with the Village, have worked hard to make sure we monitored the contractor to provide you with a quality project that you contracted for, while minimizing the level of effort to be as efficient as possible. We therefore respectfully request that through the process you withhold the 28.5 day of liquidated damages for a total of \$21,945, and amend our contract for the same amount to cover the additional level of service.

Thank you for your consideration in this matter.



UNIT PRICE APPLICATION FOR PAYMENT

Project: 2014 Street and Utility Improvements Project No: 23-1527.00
 Owner: Village of Colfax Contract For: 2014 Street and Utility Improvements
 Contractor: RM SCHLOSSER EXCAVATING LLC Contract Date: June 25, 2014
 Application No: 3 - FINAL Period Beginning: June 1, 2015
 Application Date: September 29, 2015 Period Ending: July 22, 2015

Change Order Summary		Dollars		Time	
		Additions	Deductions	Add/Deduct (Days)	Original Completion Date:
Total Change Orders Approved in Previous Months By Owner		\$797.16			June 15, 2015
Change Orders This Period		(\$10,921.50)			New Completion Date: June 15, 2015
Number	Approved (Date)				
3	June 15, 2015				
Net Change		(\$10,124.34)		0	June 15, 2015

Original Contract Price (Sum) \$336,676.85
 Net Change by Change Orders (\$10,124.34)
 Net Change by Change in Final Quantities (\$31,004.15)
 Contract Price (Sum) to Date \$295,548.36
 Total Completed Amount to Date (Col. J on Continuation Sheet) \$295,548.36
 Material Suitably Stored Not Incorporated Into Work (Col. K on Continuation Sheet) \$0.00
 Total Completed and Stored to Date (Col. L on Continuation Sheet) \$295,548.36
 Less 5% Retainage to 50% Complete \$0.00
 Amount Due Less Retainage *28.5 days LDC \$770/day = \$21,945.00* \$295,548.36
 Less Previous Payments \$149,869.44
 Amount Due This Application \$145,678.92

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interest, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such lien, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

By: *B. M. Schlosser* Contractor
 (Authorized Signature and Title)
 Date: *10-1-15*
 Subscribed and sworn to before me this *1st* day of *October*, 20 *15*
Rosa D. Johnson Notary Public
 Pepin County, *WI*
 My Commission expires *12/19/2016*

RECOMMENDED:

APPROVED:

By: *Don A. Jermol* Architect/Engineer
 (Authorized Signature and Title)
 Date: *October 27, 2015*
 By: _____ Owner
 (Authorized Signature and Title)
 Date: _____

Copy to: ☐ Owner ☐ Contractor ☐ A/E Proj. Mgr. ☐ A/E Field Rep. ☐ _____

Make Payment to: RM SCHLOSSER EXCAVATING, LLC

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Project: 2014 Street and Utility Improvements
 Project No: 23-1527.00
 Contract For: 2014 Street and Utility Improvements
 Contract Date: June 25, 2014

Application No: 3 - FINAL
 Application Date: September 29, 2015
 Period Beginning: June 1, 2015
 Period Ending: July 22, 2015

Item No.	Description of Work	Unit	Approx. Quantity	Unit Price	Total Price	Completed Quantity			Completed Amount	Stored Material*	Completed & Stored To Date (L) = (J + K)
						Previous Period (G)	This Period (H)	Total to Date (I)			
(A)	(B)	(C)	(D)	(E)	(F)				(J)	(K)	
1	Mobilization	L.S.	1	\$7,000.00	7,000.00	0.6	0.4	1	7,000.00		7,000.00
2	Soil, Pavement, and Concrete Testing	L.S.	1	\$2,000.00	2,000.00		0.33	0.33	660.00		660.00
3	Traffic Control	L.S.	1	\$1,500.00	1,500.00	0.5	0.5	1	1,500.00		1,500.00
4	Silt Fence	L.F.	100	\$2.00	200.00			0	0.00		0.00
5	Stone Tracking Pad	Each	2	\$500.00	1,000.00	1		1	500.00		500.00
6	Inlet Protection	Each	11	\$55.00	605.00	11		11	605.00		605.00
7	Clearing and Grubbing	I.D.	300	\$28.00	8,400.00		283	283	7,924.00		7,924.00
8	Pavement Saw Cutting	L.F.	340	\$3.00	1,020.00		340	340	1,020.00		1,020.00
9	Remove Existing Asphaltic Pavement	S.Y.	3,405	\$1.50	5,107.50	3405		3405	5,107.50		5,107.50
10	Remove Existing Concrete Curb and Gutter	L.F.	20	\$5.00	100.00	20		20	100.00		100.00
11	Remove Existing Concrete	S.Y.	208	\$4.50	936.00		208	208	936.00		936.00
12	Remove and Salvage Existing Retaining Wall	L.S.	1	\$400.00	400.00	1		1	400.00		400.00
13	8" Water Main PVC	L.F.	15	\$39.00	585.00	12		12	468.00		468.00
14	8" Water Main PVC	L.F.	1,026	\$28.00	28,728.00	1019		1019	28,532.00		28,532.00
15	8" Valve and Box	Each	1	\$1,400.00	1,400.00	1		1	1,400.00		1,400.00
16	8" Valve and Box	Each	5	\$1,500.00	7,500.00	5		5	7,500.00		7,500.00
17	Hydrant	Each	1	\$3,500.00	3,500.00	1		1	3,500.00		3,500.00
18	Connect to Existing Water Main	Each	4	\$1,200.00	4,800.00	4		4	4,800.00		4,800.00
19	1" Water Service	L.F.	360	\$25.00	9,000.00	339		339	8,475.00		8,475.00
20	1" Corp Stop, Curb Stop, and Box	Each	11	\$275.00	3,025.00	11		11	3,025.00		3,025.00
21	Water Service Reconnection	Each	11	\$65.00	715.00	11		11	715.00		715.00
22	8" Sanitary Sewer PVC	L.F.	995	\$27.00	26,865.00	993		993	26,811.00		26,811.00
23	Connect to Existing Sanitary Sewer	Each	4	\$400.00	1,600.00	4		4	1,600.00		1,600.00
24	48" Sanitary Manhole	V.F.	18.5	\$220.00	4,070.00	18.5		18.5	4,070.00		4,070.00
25	Sanitary Manhole Casting	Each	2	\$500.00	1,000.00	2		2	1,000.00		1,000.00
26	6" Sanitary Lateral	L.F.	340	\$24.00	8,160.00	360		360	8,640.00		8,640.00
27	6" Wye	L.F.	11	\$65.00	715.00	12		12	780.00		780.00
28	Sanitary Lateral Reconnection	Each	11	\$50.00	550.00	12		12	600.00		600.00
29	Tracer Wire Access Box	Each	11	\$75.00	825.00		12	12	900.00		900.00
30	12" Storm Sewer PE	L.F.	215	\$25.00	5,375.00	138		138	3,450.00		3,450.00
31	15" Storm Sewer PE	L.F.	26	\$31.00	806.00	26		26	806.00		806.00
32	18" Storm Sewer PE	L.F.	636	\$34.00	21,624.00	525		525	17,850.00		17,850.00
33	24" Storm Sewer PE	L.F.	70	\$38.00	2,660.00	65		65	2,340.00		2,340.00
34	60" Storm Manhole	V.F.	5.8	\$550.00	3,190.00			0	0.00		0.00
35	48" Storm Manhole	V.F.	12	\$220.00	2,640.00	12		12	2,640.00		2,640.00
36	Storm Manhole Casting	Each	5	\$550.00	2,750.00	4		4	2,200.00		2,200.00
37	Curb Inlet with Casting	Each	9	\$1,400.00	12,600.00	9		9	12,600.00		12,600.00
38	Area Inlet with Casting	Each	2	\$850.00	1,700.00	2		2	1,700.00		1,700.00
39	18" Pipe Plug (Storm Sewer)	Each	1	\$100.00	100.00	1		1	100.00		100.00
40	2" Trench Insulation	S.F.	180	\$1.40	252.00	352		352	492.80		492.80
41	Roadway Earthwork	L.S.	1	\$16,900.00	16,900.00		1	1	16,900.00		16,900.00
42	Excavation Below Subgrade	C.Y.	500	\$10.00	5,000.00		346	346	3,460.00		3,460.00
43	Geotextile Stabilization Fabric	S.Y.	4,220	\$1.60	6,752.00		4220	4220	6,752.00		6,752.00
44	12" Granular Subbase Course	S.Y.	4,005	\$3.90	15,619.50		0	0	0.00		0.00
45	6" Base Course	S.Y.	40	\$2.80	112.00		198	198	554.40		554.40
46	8" Base Course	S.Y.	4,005	\$2.80	11,214.00		4142	4142	11,597.60		11,597.60
47	12" Asphaltic Concrete Paving	S.Y.	30	\$22.00	660.00			0	0.00		0.00
48	3" Asphaltic Concrete Paving	S.Y.	3,405	\$11.27	38,374.35		3455	3455	38,937.85		38,937.85
49	30" Concrete Curb and Gutter	L.F.	1,800	\$9.15	16,470.00		1792	1792	16,398.80		16,398.80
50	Concrete Driveway Paving	S.F.	1,800	\$5.50	9,900.00		1668.2	1668.2	9,164.10		9,164.10
51	4" Concrete Sidewalk	S.F.	120	\$4.50	540.00		128.7	128.7	579.15		579.15
52	4" Underdrain Pipe	L.F.	1,800	\$6.00	10,800.00		1514	1514	9,084.00		9,084.00
53	Turf Replacement	L.S.	1	\$9,000.00	9,000.00		1	1	9,000.00		9,000.00
CO.2	Televise Sanitary Sewer	L.F.	949	\$0.84	797.16		949	949	797.16		797.16
								0	0.00		0.00
Subtotal or Total					326,552.51				295,548.36	0.00	295,548.36

* If applicable, attach receipts or other proof of ownership or title to stored products

AMENDMENT TO AGREEMENT

Amendment dated October 24, 2015

The Agreement for Professional Services made as of October 14, 2014 between Village of Colfax (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54710 (CONSULTANT) is hereby amended as set forth below.

Delete the following from the agreement:

The Construction Phase services estimated fees are based on the following:

- Staking sanitary sewer, storm sewer, watermain and curb and gutter one time, with the contractor responsible for any re-staking due to his actions. Estimated 4 survey crew days.
- Full-time construction observation during utility construction and part-time observation for street construction. Estimated 150 hours.
- Construction duration of no more than 60 calendar days from "Notice to Proceed."

The estimated fees for construction phase services are as follows:

Construction Administration	\$4,800
Construction Staking/Observation	\$16,000
Construction Phase Total	\$20,800

Add the following to the agreement:


The Construction Phase services estimated fees are based on the following:

See attached justification for further information

The estimated fees for construction phase services are as follows:

Construction Administration	\$ 8,800.00
Construction Staking/Observation	\$33,945.00
Construction Phase Total	\$42,745.00

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc
		CONSULTANT
	(Signature)	
	(Typed Name)	Lisa A. Fleming, PE
	(Title)	Manager Municipal Services
	(Date)	October 24, 2015