



**CITY OF WAUKESHA**

**Administration**

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<b>Committee:</b> Board of Public Works	<b>Date:</b> 2/21/2019
<b>Common Council Item Number:</b> ID #18-1874	3/7/2019
<b>Submitted By:</b> Fred Abadi, Director of Public Works	<b>City Administrator Approval:</b> Kevin Lahner, City Administrator
<b>Finance Department Review:</b> Rich Abbott, Finance Director RA	<b>City Attorney's Office Review:</b> Brian Running, City Attorney BR
<b>Subject:</b> Review and act on Contract Change Order No. 1 with Zignego Company, Inc., for the Northview Road – Utility and Street Reconstruction Phase 1– Concrete Pavement Project.	

**Details:**

This Contract Change Order explains additional work to be completed by Zignego Company, Inc:

Contract Completion Date Extension:

Throughout the execution of this contract, there were multiple instances of 3<sup>rd</sup> party utility conflicts within the project limits that directly impacted controlling items on the Prime Contractor's project schedule. There were Eighteen documented exclusive instances of 3<sup>rd</sup> party utility facilities impacting progress on controlling item work. The first of these instances occurred the same day that the contractor mobilized to the site, and the last occurrence was cleared on November 8<sup>th</sup> (34 working days after the original contract completion date). The three responsible 3<sup>rd</sup> party utilities impacting contract work were AT&T, We Energies (Gas), and Charter/Spectrum.

In the attached exhibit to this Change Order request, each instance of discovered utility facility conflicts is listed, and the impacted number of controlling item delays are depicted on a linear calendar. Due to the number of instances, and the length of the major conflicts discovered, this was above and beyond a reasonable delay. A total of 128 working days were documented delays due to the three responsible facility owners.

Given the significant impact of the 3<sup>rd</sup> party utility delays, it is proposed to extend the contract by 128 working days, which is the equivalent number of days due to documented utility delays on controlling contract items. With this extension, the completion date of the Contract would fall over the winter months, and not feasible to complete work with temperature sensitive specifications. An Order to Temporarily Suspend Work was issued on December 21, 2018, with the anticipated date of resuming construction operations on April 1, 2019. There were 64 working days between the original Contract completion date of September 21, 2018 and December 21, 2018. With the proposed extension of 128 working days, and temporary work suspension in place for winter, the proposed contract completion date is June 28, 2019.



Description of project changes:

Due to the multiple utility conflicts, delays, and additional utility contractors located within the project limits, additional work was completed as a direct result of the 3<sup>rd</sup> party utilities. Additional work was performed in the replacement of existing sidewalk that was removed during utility relocations, added costs of trucking because of utility contractors blocking trucking routes, adjustment of proposed storm sewer facilities to avoid existing utility installations, regrading work after unforeseen utility work, and temporary pavement markings and restoration placement when temperatures did not allow for permanent installations. All of the additional work costs that were directly related to utility impacts was invoiced to the responsible utility company. Attached to this change order request are 3 correspondence letters that were sent to AT&T, We Energies and Charter/Spectrum that depict their responsible costs and forthcoming invoice.

Additional Direct Work Items Related to AT&T Work/Conflicts:

1. Extra No. 1 Additional Costs Due to AT&T Delay/Work

Description: Additional costs were incurred during the contract work due to AT&T utility contractors being located within the project limits. These costs were related to additional trucking route times as well as overtime rates because AT&T crews were blocking project trucking routes. These costs were summarized and compiled via Extra Work reports.

Lump Sum ..... \$ 26,544.77

2. Extra No. 2 24-Inch Endwall Adjustment

Description: During the installation of EW 1 (24-Inch Concrete Endwall), an AT&T duct package was discovered in direct conflict with the proposed 24-Inch concrete storm sewer pipe, and endwall section. In order to avoid the conflict, the storm sewer pipe material was changed to PVC, and additional bends were placed along the pipe to avoid the conflicting utility facility. The endwall was also relocated from the original plan location which required additional length of pipe.

Lump Sum ..... \$ 13,717.55

3. Increase of quantity for Bid Item #21 – Remove Existing Sidewalk

Description: Additional sidewalk was damaged by the relocation of AT&T Gas facilities within the project limits. This required the removal of the damaged walk, or temporary hard surface placed by utility contractors in preparation for the final replacement of the sidewalk.

25 SY @ \$3.00/SY ..... \$ 75.00

4. Increase of quantity for Bid Item #82 – 4-Inch Concrete Sidewalk

Description: Additional sidewalk was damaged by the relocation of AT&T and We Energies Gas facilities within the project limits. The final replacement of this sidewalk was completed as part of this project due to the close proximity of contractors and efficiency of operations.

225 SF @ \$4.75/SF ..... \$ 1,068.75

Subtotal ..... \$ 41,406.07

Additional Direct Work Items Related to We Energies (Gas) Work/Conflicts:

1. Increase of quantity for Bid Item #21 – Remove Existing Sidewalk  
Description: Additional sidewalk was damaged by the relocation of We Energies Gas facilities within the project limits. This required the removal of the damaged walk, or temporary hard surface placed by utility contractors in preparation for the final replacement of the sidewalk.  
466.63 SY @ \$3.00/SY ..... \$ 1,399.90
  
2. Increase of quantity for Bid Item #82 – 4-Inch Concrete Sidewalk  
Description: Additional sidewalk was damaged by the relocation of We Energies Gas facilities within the project limits. The final replacement of this sidewalk was completed as part of this project due to the close proximity of contractors and efficiency of operations.  
3,825.0 SF @ \$4.75/SF ..... \$ 18,168.75
  
3. Increase of quantity for Bid Item #83 – 6-Inch Concrete Sidewalk & Drive  
Description: Additional sidewalk was damaged by the relocation of We Energies Gas facilities within the project limits. The final replacement of this sidewalk was completed as part of this project due to the proximity of contractors and efficiency of operations.  
374.7 SF @ \$4.75/SF ..... \$ 1,779.83
  
4. Increase of quantity for Bid Item #30 – Crushed Aggregate Base Course, 1-1/4”  
Description: Additional base course material was placed during the damage from large rain events, utilized to provide temporary ramps for maintaining access to driveways throughout the project, and additional base was placed for added areas of driveway replacement. There was also additional base material placed for damaged walk replacement from utilities. The utility quantity will be invoiced to the responsible party.  
86.76 TON @ \$12.00/TON ..... \$ 1,041.12
  
5. Extra No. 3 Additional Costs Due to We Energies Delay/Work  
Description: Additional costs were incurred during the contract work due to conditions left from We Energies Gas contractors. During an emergency lowering of the We Energies Gas main between Emslie Dr. and the eastern reconstruction limit, We Energies' contractor disturbed areas that were previously rough graded, and left behind slurry material that had to be removed once their work was complete. Additional time and crews were utilized to restore the area to the condition of the site prior to the We Energies work. This lump sum also includes an additional mobilization for the asphalt driveway paving crew due to the delay, and cold weather concrete costs for replacement of damaged driveway aprons.  
Lump Sum ..... \$ 38,096.80  
Subtotal ..... \$ 60,486.40

Additional Shared Items Related to AT&T, We Energies (Gas), and Charter/Spectrum Work/Conflicts:

1. Extra No. 4 Pavement Marking, Cold Weather, Epoxy 4 Inch  
Description: With the extent of the utility delays to the project schedule, the permanent pavement markings included in the contract scope could not be completed due to the minimum ambient and pavement temperature of 35 degrees for proper installation. In lieu of the permanent markings, temporary pavement markings were placed in a minimum configuration to allow re-opening of the roadway.  
5,537.4 LF @ \$1.45/LF ..... \$ 8,029.23
  
2. Extra No. 5 Pavement Marking, Cold Weather, Epoxy 8 Inch  
Description: With the extent of the utility delays to the project schedule, the permanent pavement markings included in the contract scope could not be completed due to the minimum ambient and pavement temperature of 35 degrees for proper installation. In lieu of the permanent markings, temporary pavement markings were placed in a minimum configuration to allow re-opening of the roadway.  
950.2 LF @ \$3.27/LF ..... \$ 3,107.15
  
3. Extra No. 6 Pavement Marking, Cold Weather, Epoxy, Stop Line 18 Inch  
Description: With the extent of the utility delays to the project schedule, the permanent pavement markings included in the contract scope could not be completed due to the minimum ambient and pavement temperature of 35 degrees for proper installation. In lieu of the permanent markings, temporary pavement markings were placed in a minimum configuration to allow re-opening of the roadway.  
157.6 LF @ \$29.04/LF ..... \$ 4,576.70
  
4. Extra No. 7 Pavement Marking, Cold Weather, Epoxy, Arrows  
Description: With the extent of the utility delays to the project schedule, the permanent pavement markings included in the contract scope could not be completed due to the minimum ambient and pavement temperature of 35 degrees for proper installation. In lieu of the permanent markings, temporary pavement markings were placed in a minimum configuration to allow re-opening of the roadway.  
9 EACH @ \$387.20/EACH ..... \$ 3,484.80
  
5. Extra No. 8 Temporary Seed and Class 1 Type A Erosion Mat  
Description: With the extent of the utility delays to the project schedule, areas of final restoration (sod) could not be completed due to sod no longer being available for the season. Temporary restoration measures were completed in order to meet minimum WisDNR standards until the final restoration can be completed in the spring of 2019.  
3,190.0 SY @ \$1.75/SY ..... \$ 5,582.50

6. Extra No. 9 Temporary Erosion Mat Removal

Description: With the extent of the utility delays to the project schedule, areas of final restoration (sod) could not be completed due to sod no longer being available for the season. Temporary restoration measures were completed in order to meet minimum WisDNR standards until the final restoration can be completed in the spring of 2019. The temporary measures will need to be removed prior to sod placement.

3,190.0 SY @ \$0.71/SY ..... \$ 2,264.90

7. Extra No. 10 Temporary Seed and Soil Stabilizer

Description: With the extent of the utility delays to the project schedule, areas of final restoration (sod) could not be completed due to sod no longer being available for the season. Temporary restoration measures were completed in order to meet minimum WisDNR standards until the final restoration can be completed in the spring of 2019.

2,191.0 SY @ \$1.27/SY ..... \$ 2,782.57

Subtotal ..... \$ 29,827.85  
(AT&T, 48%: \$ 14,317.37)  
(We Energies, 30%: \$ 8,948.35)  
(Charter/Spectrum, 22%: \$ 6,562.13)

Total Inspection Service Costs Associated with Utility Delays:

Engineering and inspection service costs associated to the above contract extension based on utility delays.

**(Dollar amount not added to contract total)**

Lump Sum (Invoiced as of 12/31/2018) ..... \$ 113,219.85  
(AT&T, 48%: \$ 54,345.53)  
(We Energies, 30%: \$ 33,965.95)  
(Charter/Spectrum, 22%: \$ 24,908.37)

Total Costs Directly Invoiced to 3<sup>rd</sup> Party Utilities:

Total Cost Associated to 3<sup>rd</sup> Party Utilities ..... \$ 244,940.17

AT&T ..... \$ 110,068.97  
We Energies (Gas) ..... \$ 103,400.70  
Charter/Spectrum ..... \$ 31,470.50

*Total costs have been invoiced to AT&T, We Energies, and Charter/Spectrum.*

During the contract work on the project, extremely poor subgrade materials were encountered during the final roadway grading work. During the project design, it was anticipated that roughly 15% of the new pavement area, 18-Inches in thickness, would encounter poor subgrade material, and required additional excavation and breaker run material placed to support the new roadway section. In total, 30% of the final pavement area at 12-24 Inches in thickness required undercutting and breaker run material.

Additional Aggregate Material Items:

1. Increase of quantity for Bid Item #30 – Crushed Aggregate Base Course, 1-1/4”  
 Description: Additional base course material was placed during the damage from large rain events, utilized to provide temporary ramps for maintaining access to driveways throughout the project, and additional base was placed for added areas of driveway replacement. There was also additional base material placed for damaged walk replacement from utilities. The utility quantity will be invoiced to the responsible party.  
 3,836.58 TON @ \$12.00/TON ..... \$ 46,038.96
  
2. Increase of quantity for Bid Item #31 – Crushed Aggregate Base Course, Gradation No. 5 (Breaker Run, Includes EBS)  
 Description: Additional areas of poor subgrade soils were excavated and replaced with the breaker run material to provide an appropriate foundation for the new pavement structure.  
 2,342.0 TON @ \$20.00/TON ..... \$ 46,840.00  
 Subtotal ..... \$ 92,878.96

Additional work within the project limits was also performed during the asphalt paving in multiple locations at the City’s request. After review of the existing condition of the asphalt pavement on University Dr., south of Northview Rd., the failed condition of the surface would not provide an appropriate match point for the new concrete pavement or new added asphalt right turn lane. To correct this condition, the existing asphalt surface was milled 2-inches, and new surface asphalt was placed. Ultimately this provided a proper matching condition, and final product of the roadway project that will now have an extended service life.

Another location that additional asphalt work was completed was at the eastern end of the project, in the location of the water main relay. In order to provide an improved finished product and longer service life of the pavement, the entire north side (water main side) of the existing pavement was milled away, and replaced with new asphalt pavement. The Waukesha Water Utility is responsible for 1,834.5 SY additional pavement area and milling quantity.

Additional Asphalt Pavement Items:

1. Increase of quantity for Bid Item #86 – HMA Pavement 3 LT 58-28 H  
 Description: Additional Type 3 binder course pavement was placed in the full depth asphalt replacement section where the water main was relayed.  
 827.56 TON @ \$54.50/TON ..... \$ 45,102.02
  
2. Increase of quantity for Bid Item #87 – HMA Pavement 5 LT 58-28 H  
 Description: Additional Type 5 surface course pavement was placed at University Dr. to provide an appropriate match point and improved finished product.  
 163.12 TON @ \$58.92/TON ..... \$ 9,611.03

3. Extra No. 11 Full Depth Asphalt Milling

Description: In order to remove the remaining asphalt pavement on the north side of Northview Rd., the existing full depth of pavement was milled. This was to allow the replacement of the full thickness of pavement in this location.

3,668.90 SY @ \$4.13/SY ..... \$ 15,152.56  
Subtotal ..... \$ 69,865.61

*Waukesha Water Utility will reimburse the City \$18,476.28 + 1% engineering for the additional asphalt work.*

Additional work was also performed on driveways and front yards of the adjacent properties along Northview Rd. During the project work, concern was raised among adjacent property owners regarding the proposed matching slopes of driveways, and sloping of the proposed yards matching the new roadway configuration. In working with the adjacent property owners, multiple driveways were cut back, and replaced further than the original design to soften the slope of the private driveway to the new roadway. Additional grading work was also completed to match the additional driveway replacement, and the additional disturbance caused additional restoration quantities to be required.

Additional Adjacent Property Related Items:

1. Increase of quantity for Bid Item #88 – HMA Drive & Terrace, Type 4 LT 58-28 S

Description: Additional Type 4 driveway asphalt was placed in the locations that adjacent property drives were replaced further than the contract plans.

150.75 TON @ \$98.50/TON ..... \$ 14,848.88

2. Increase of quantity for Bid Item #149 – Topsoil & Sod

Description: Additional Sod was required along adjacent properties that additional grading work was completed to improve slopes matching the new roadway design.

2,950.00 SY @ \$7.65/SY ..... \$ 22,567.50  
Subtotal ..... \$ 37,416.38

Additional signal work was requested by the City to add 2 additional pedestrian signal faces to the signal at the Northview Rd. and University Dr. intersection. The contract plans show a total of 8 pedestrian signal faces at the new signal, however, the project quantities only depict 6 being needed.

1. Increase of quantity for Bid Item #110 – Pedestrian Signal Face 16-IN, WDOT  
658.0416

Description: 2 additional signal faces were added to complete the signal per plan.

2 EACH @ \$439.00/EACH ..... \$ 878.00  
Subtotal ..... \$ 878.00

Additional water main work was completed in 2 locations along the project limits. The first location, was at STA 138+00, where an identified water main offset to accommodate the proposed storm sewer within the project was required. During the construction of the offset, the existing water main location did not match the record drawings, and required a longer, more substantial relay of the water main in this location to accommodate the new storm sewer. The other water work was completed for existing water services that were discovered in conflict with the elevation of the proposed project storm sewer. 8 water services were discovered in conflict, and required an elevation offset to be constructed to remove the conflict with the storm sewer. All additional water work elements were approved by the Waukesha Water Commission.

1. Elimination of Bid Item #154 – Furnish and Install 12-Inch D.I. Water Main and Fittings for Lowering at Station 138+00  
 Description: Due to the offset at 138+00 requiring additional work than per plan, this item was not utilized, and the work would be covered as an extra work item.  
 Lump Sum .....-\$ 5,000.00
  
  2. Extra No. 12 STA 138+00 Water Main Offset  
 Description: This work includes the additional work elements and time that was required to complete the required offset of the existing water main at STA 138+00 to not be in conflict with the proposed project storm sewer.  
 Lump Sum ..... \$ 17,519.16
  
  3. Extra No. 13 Water Service Offset  
 Description: This work includes the additional work elements and time that was required to complete the required offset of existing property water services to eliminate the conflict with the proposed project storm sewer.  
 8 EACH @ \$1,596.00/EACH ..... \$ 12,768.00  
 Subtotal ..... \$ 25,287.16  
*Waukesha Water Utility will reimburse the City \$25,287.16 + 1% engineering for the additional asphalt work.*
- Total Amount of this Change Order ..... \$ 358,046.43

**Options & Alternatives:**

There were no other feasible alternatives. The work was time sensitive and must be completed with this contract.

**Financial Remarks:**

Original Contract: \$3,000,000.00

Contract prior to this Change Order: \$3,000,000.00

Account 2004-68290 for Road ..... \$181,684.67  
 Account 2004-68290 for Road (Utility Reimbursed).... \$131,720.32  
 Account 7399-68290-71430 for Water ..... \$43,763.44  
 Account 0050-68290 for Traffic Signals ..... \$878.00

Contract Change Order #1: \$358,046.43

Total Contract Amount after Change Order #1 = \$3,358,046.43

**Executive Recommendation:**

Recommend approval of Contract Change Order #1 with Zignego Company, Inc., in the amount of \$358,046.43, for the Northview Road – Utility and Street Reconstruction Phase 1 – Concrete Pavement Project.