

ILLINOIS DEPARTMENT OF TRANSPORTATION

Request for Approval
of Change in Consultant Contract

Date: 3/30/2015

Local Agency: LAKE COUNTY

Request: No. 1

Name: River & Roberts Roundabout - Phase
III geotechnical consultant

To: Lake County Division of Transportation

Section: 07-00086-08-CH

Consultant: Seeco Consultants, Inc.

I recommend that an addition be made to the above consultant contract.

The estimated work is listed below

Original contract amount
for services described: \$150,000.00Sum of all previous contract
change orders: \$0.00

Item #	Description	Additions	Deductions
1	Additional Effort #1 - Longer contractor duration due to winter conditions, design/build review	\$109,413.00	
2	Additional Effort #2 - Revisions to settlement monitoring criteria after let	\$62,918.00	
3			
TOTALS		\$172,331.00	\$0.00
NET CHANGE		\$172,331.00	\$0.00

Net ADDITION change to date \$172,331.00 which is 114.89 % of the original contract amount for services described

State fully the nature and reason for change:

Revised contract amount
for services described: \$322,331.00

Please see attached.

When the net increase or decrease in the cost of the contract is \$10,000 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

☒ The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed.☐ The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.☐ The undersigned determined that this change is in the best interest of the local agency and is authorized by law.Project Manager/Engineer Dennis Pothier Date 3/30/15Department Head Scott Ellis Date 3-30-15Chief Accounting Specialist Wendy Johnson Date 4-28-15Approved _____ Date _____
County Engineer

Construction Monitoring &
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation
Condition Surveys

Dams and Drainage Studies

March 27, 2015

Mr. Glenn Petko, P.E.
Lake County Division of Transportation
600 W. Winchester Rd.
Libertyville, IL 60048

PROPOSAL & CONTRACT

Inclinometer and Piezometer Installation, Data
Acquisition and Geotechnical Engineering and
Analysis, River Road at Roberts Road, Lake
County, IL Sec. 07-00080-08-CH

Dear Mr. Petko:

SEECO Consultants Inc. is pleased to present our proposal for performing the above referenced services. These services are part of the Revised Contract Documents that the Contractor did not anticipate performing at the time of bid.

The scope of work is anticipated to include the following:

- Install four (4) 2" Schedule 40 PVC piezometers to depths of 25' below the existing ground surface near centerline locations. Locations will be in general accordance with locations noted on the attached plan sheet.
- Install four (4) inclinometers to nominal depths of 35' below the existing ground surface. Locations will be in general accordance with locations noted on the attached plan sheet.

Under paragraph 2 on Page 94 under Monitoring and Testing the ground improvement subcontractor is to provide settlement plates. Inclinometers near the south toe of embankment along Roberts Road and piezometers in the interior of the proposed roadway embankment near the centerline are also needed.

The piezometer and the inclinometers as well as controlled staged embankment and surcharge loadings are required to avoid the structural embankment and/or surcharge stone being placed too quickly thereby causing a bearing capacity failure in the very soft upper soils at this site as well as side slope stability failure as checked by reading the inclinometers and the piezometers at least one (1) time per week for at least 12 weeks continuously.

PROPOSAL & CONTRACT

Inclinometer and Piezometer Installation, Data Acquisition and-Geotechnical Engineering and Analysis, River Road at Roberts Road, Lake County, IL Sec. 07-00086-08-CH

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As the water levels in the four (4) embankment piezometers stabilize after going up as the embankment fill load is constructed, once up to final embankment grade, the piezometer water levels should go down and once the foundation settlement has settled out the piezometer water level readings will become constant. The piezometer levels will all be constant for at least 2 to 3 weeks' time once this embankment is settled out.

The following Unit Price Schedule of Fees illustrates the costs to perform the above referenced services. The quoted hours reflect the assumption that 12 weeks of readings will be performed. If fill settlement has not been achieved and/or water levels have not been constant for 2 to 3 weeks, additional readings and time may be required. Additional installation costs may be required if the earthwork contractor damages/destroys any of these piezometers or inclinometers.

Schedule of Fees

Mobilization of Equipment and Personnel		\$500.00
Drilling & Installation of 4 Piezometers to 20' & 4 inclinometers to 35'	Est. 39 hrs @ \$385.00/hr	\$15,015.00
Piezometer Materials	Est. 4 @ \$409.00/ea	\$1,636.00
Inclinometer Materials	Est. 4 @ \$781.00/ea	\$3,124.00
Field Engineer – Log Drilling & Installation, Develop Piezometers	Est. 47 hrs @ \$119.00/hr	\$5,593.00
2 Man Crew to Obtain Elevations	Est. 10 hrs @ \$200.00/hr	\$2,000.00
Visual Classification, Moisture Content, QP	Est. 44 samples @ \$12.50/ea	\$550.00
Field Engineer to Obtain Readings (Est. 12 Trips)	Est. 96 hrs @ \$119.00/hr OT-Est. 48 hrs @ \$139.00/hr	\$11,424.00 \$6,672.00
Vehicle	Est. 12 days @ \$45.00/day	\$540.00
Inclinometer Instrument Rental	Est. 12 days @ \$250.00/ay	\$3,000.00
Staff Engineer	Est. 12 hrs @ \$119.00/hr	\$1,428.00
Project Engineer	Est. 60 hrs @ \$121.00/hr	\$7,260.00
Principal Engineer	Est. 16 hrs @ \$225.00/hr	\$3,600.00
Project Manager	Est. 4 hrs @ \$144.00/hr	\$576.00
	ESTIMATED TOTAL:	\$62,918.00

Estimated total is a maximum not to exceed total of \$62,918.00 without additional authorization by the County. Invoicing terms will be net 30 days from date of monthly incremental invoices with no retention withheld. If the proposal is acceptable, please indicate by signing and returning this proposal. The attached General Conditions are part of this proposal. Overtime rates will be charged for hours in excess of eight hours (before 7:00 AM and after 3:30 PM) per day and weekend hours. All field charges are portal to portal with a four hour minimum. Rates valid for 2015 construction season only. Negotiated increases required if prevailing wage rates increase.

PROPOSAL & CONTRACT

Inclinometer and Piezometer Installation, Data
Acquisition and Geotechnical Engineering and
Analysis, River Road at Roberts Road, Lake
County, IL Sec. 07-00086-08-CH

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SEECO's field representatives are represented by Local 150 of the Operating Engineers. Onsite cancellations are subject to an eight hour minimum charge. Telephone cancellations after travel commences are subject to a minimum charge of three hours.

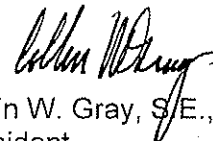
If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

SEECO Consultants Inc.

Lake County Division of Transportation

Position

Position

Date

Date

DCC:arm

SEECO Consultants Inc. - General Conditions-0213

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

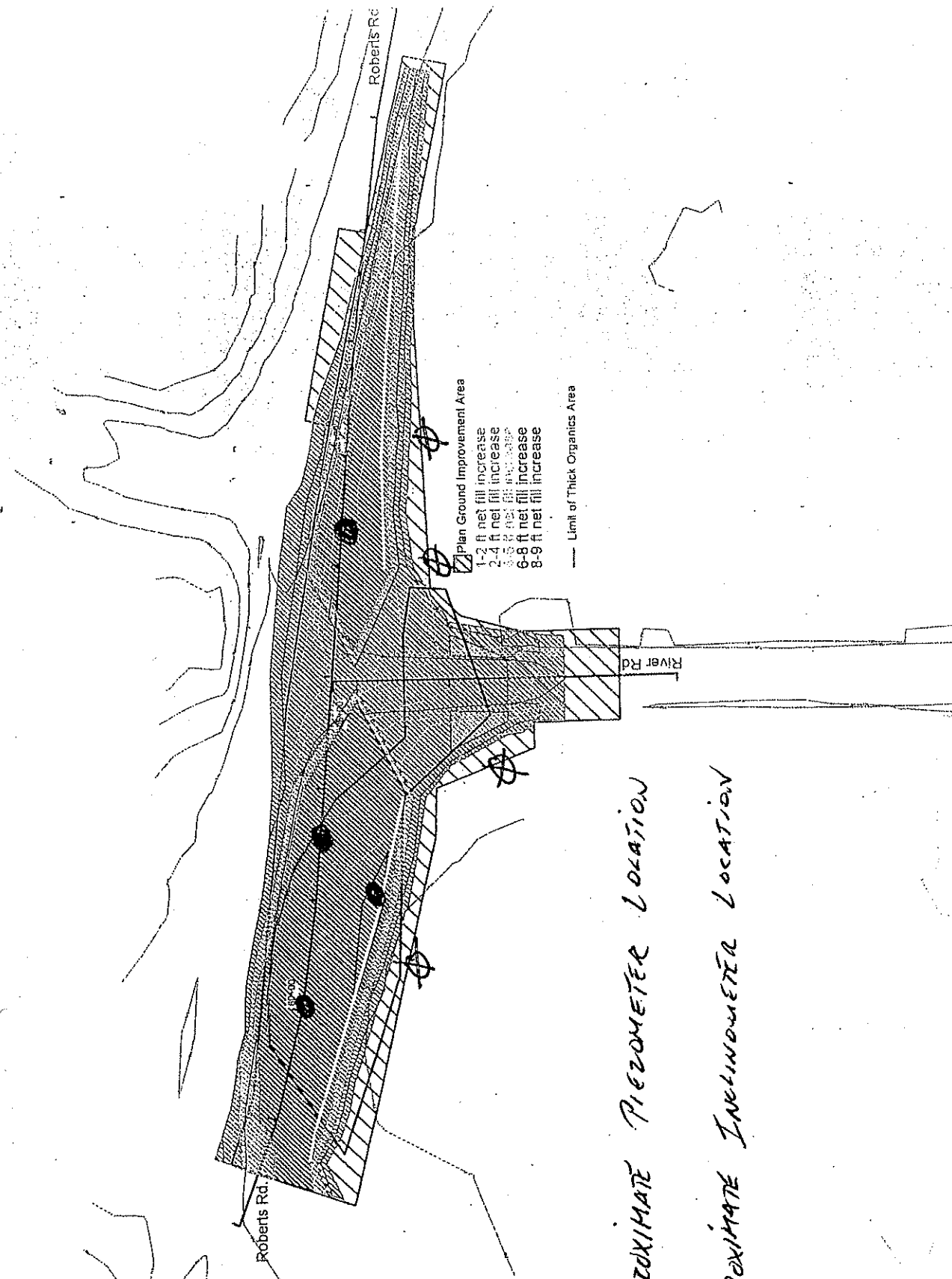
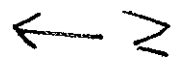
Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.



● APPROXIMATE PIEZOMETER LOCATION

⊕ APPROXIMATE INCLINOMETER LOCATION

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

March 27, 2015

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

Mr. Glenn Petko, P.E.
Lake County Division of Transportation
600 W. Winchester Rd.
Libertyville, IL 60048

PROPOSAL & CONTRACT

Supplement for Continuing Geotechnical Testing
Services, River Road at Roberts Road, Lake County, IL
Sec. 07-00086-08-CH

Dear Mr. Petko:

SEECO Consultants, Inc. is pleased to submit our proposal for the above referenced project. In preparing our proposal, we have reviewed the quantities provided, discussed the project particulars with you and have incorporated the same within. This supplement is for services after February 15, 2015.

Additional fees are required to keep up with the inspection and engineering services due to the Contractor's increased time expended to complete CMC installation; slower production due to Contractor's scheduling and weather conditions and numerous design build issues that have required engineering analysis and review that were beyond our control; and upcoming soils inspection and testing issues not yet initiated.

The proposed pay items that inspection, observation and testing services are required include the following:

- CMCs Installation
- Roadway Earth Excavation
- Removal and Disposal of Unsuitable Material
- Aggregate Subgrade Improvement

Work will include subgrade stability observations and potential undercut determination and verification and density testing for the aggregate subgrade. Laboratory testing parameters may include standard proctor tests, grain size distribution, sieve analysis, plasticity and organic content.

Field engineering services will include observations and documentation and verification of CMCs installation; observation and documentation of load tests pile integrity tests; observation. Documentation and verification of the installation of the load transfer pad and observation, installation and verification of all CMCs ground improvements per the plans and specifications.

The estimated time encompasses as expended CMCs installation observation time and estimated subsequent tasks. Estimated time sequences are per the Estimate of Time for field installations provided by BLA dated 10/25/13.

Geotechnical Items	-	CMCs Installation Observation	9 Days - Expended
		Removal & Disposal Of Unsuitable Material	7 Days - Estimated
		Earth Excavation	6 Days - Estimated
		Aggregate Subgrade Improvements	23 Days - Estimated

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UNIT PRICE PROPOSAL**Soils**

Field Engineer		
Estimate 384 hours @ \$119.00/hr		\$ 45,696.00
Field Engineer – Overtime		
Estimate 152 hours @ \$139.00/hr		\$ 21,128.00
Nuclear Gauge		
Estimate 30 days @ \$40.00/day		\$ 1,200.00
Standard Proctor Test		
Estimate 4 tests @ \$190.00/test		\$ 760.00
Atterberg Limits		
Estimate 6 tests @ \$95.00/test		\$ 570.00
Combined Sieve/Hydrometer Tests		
Estimate 8 tests @ \$225.00/test		\$ 1,800.00
Organic Content		
Estimate 8 tests @ \$75.00/test		\$ 600.00
Washed Sieve Analysis		
Estimate 6 tests @ \$125.00/test		\$ 750.00
Vehicles		
Estimate 45 days @ \$45.00/day		\$ 2,025.00

Administration and Review

Principal Geotechnical Engineer		
Estimate 60 hrs @ \$225.00/hr		\$ 13,500.00
Staff Engineer		
Estimate 48 hrs @ \$119.00/hr		\$ 5,712.00
Project Manager		
Estimate 8 hrs @ \$144.00/hr		\$ 1,152.00
Project Engineer		
Estimate 120 hours @ \$121.00/hr		\$ 14,520.00

ESTIMATED SUPPLEMENT TOTAL: **\$109,413.00**

Supplement total is a maximum not to exceed amount of \$109,413.00 without additional authorization by the County.

PROPOSAL & CONTRACT

Supplement for Continuing Geotechnical Testing
Services, River Road at Roberts Road, Lake County, IL
Sec. 07-00086-08-CH

March 27, 2015
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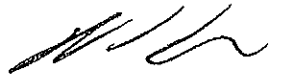
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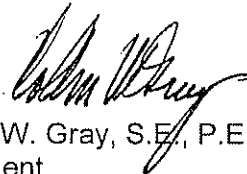
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SEECO Consultants Inc.

Lake County Division of Transportation

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Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.