

Memorandum Public Works Department



To: City Manager
Subject: City Hall Window Update
Date: June 17, 2014
Number: 2014-134

A mediation regarding the City Hall window installation project was held on January 14, 2014. Representing the City were David Morrison, Randy Tweet, Justin Johnson, and Bruce Harding (an architect from Shive-Hattery.) In addition to representatives from Trotter General Contracting, Inc. and the mediator, Craig Wright, an architect approved by all parties, attended as an independent expert. A tentative memorandum of agreement was reached (attachment 1). In summary the agreement proposed:

1. The contractor will conduct an approved fix on two windows that previously failed the leak testing. This involves installing a drip edge (approved by the window manufacturer) and a sealant. The windows will be tested again. Both architects will be present at the testing.
2. If the windows pass the leak test:
 - a. Trotter will submit a plan to fix the remaining windows in need of repair and to complete any punch list items that are outstanding from the original installation.
 - b. The City will review the invoices and begin making payments on invoices the City agrees are valid. Final payments will not be made until all windows pass our inspections.
 - c. Bruce Harding and Craig Wright will make a non-binding recommendation regarding compensation to Trotter for additional work.

The fix was installed on three windows in late April. On May 7th the windows were leak tested by an independent contractor. All windows passed the leak test and the fix was installed on all remaining windows. City staff is in the process of inspecting the windows and developing a punch list of items that still need to be corrected. Trotter General Contracting has presented requests for payment (attachments 2 and 3) for \$58,874, the amount remaining on the original contract. The City made one payment, \$125,100 in 2008, to cover the cost of the windows. No further payments have been made. Per #5 of the Memorandum of Understanding, the City will consider partial payment for past labor involving window installation. Staff is recommending partial payment of \$30,000 which leaves a balance of \$28,874 pending completion of punch list items. Also outstanding is some additional work claimed by Trotter General Contracting. Bruce Harding and Craig Wright will meet in the near future to determine if any of that work exceeded the scope of the contract and if Trotter is due any additional payments. Based on their findings they will make a non-binding recommendation regarding additional work/payments.

Recommendation

The Public Works Department recommends that the City Council approve payment to Trotter General Contracting, Inc. in the amount of \$30,000.

Vendor: Trotter General Contracting, Inc.
Payment Amount: \$30,000.00

Fund:	301	Capital Improvements
Department:	617	Fleet Services
Cost Center:	111	City Hall
Object Code:	53807	Building/Facility Improvements
Project:	2576	City Hall Window Replacement
Grant:	223	Gaming

Purchase Order: P001586

Attachment 1: Memorandum of Understanding
Attachment 2: Payment Request Letter
Attachment 3: Trotter Invoice

Submitted by: Randall D. Tweet, Public Works Director

Approved by: Thomas Thomas, City Manager

Amended Memorandum of Understanding

A mediated settlement discussion took place in David Morrison's office on January 14, 2014. Present were Paul Lurie, mediator and Craig Wright. For the City of Rock Island, David Morrison, Bruce Harding, Randy Tweet, Justin Johnson. For Trotter, Chris Trotter, Bruce Bonczyk and Tim Shields. The purpose of meeting was to discuss proposed settlement agreement protocol. No specific agreements were reached other than to pursue the process discussed herein in good faith. Craig Wright will copied on all correspondence between parties as part of the continuation of the settlement process.

- 1) City will request Trotter to obtain a design of a Quaker drip edge.
- 2) Based on the request to proceed, Trotter will request from Quaker Window Products, a proposed shop drawing for a drip edge for windows that are found to be the source of water infiltration in the City Hall and Police Station.
- 3) Trotter will furnish the Quaker shop drawing to the City and Bruce Harding for approval. Upon approval, Trotter will procure three (3) drip edges from Quaker.
- 4) Trotter will propose a schedule for
 - a) installation of the drip edges in the three windows previously identified by Bruce Harding.
 - b) testing of the reconfigured windows.
 - c) Installation of sill end dams in three (3) test windows utilizing Dymonic sealant.
 - d) Based on sealant curing requirements, March would probably be the earliest time when 40 degrees air temperatures could be attained. Trotter to advise of tentative installation date.
 - e) After proper sealant curing and drip edge installation, testing could occur.
 - f) Craig Wright, Bruce Harding will be present at the installation and testing.

- 5) If the City and Trotter agree that the test has been successful then Trotter will prepare a Settlement Change Order to install the drip edges in accordance with the Construction Contract at no cost to the City. Upon such approval City will consider partial payment for past labor involving window installation.
- 6) If the test is not successful, the parties authorize removal of further windows and investigation of sources of water infiltration.
- 7) As part of the Settlement Change Order, the City may require work in addition to the installation of the drip edge. This work may include items previously included on punch lists and in areas needing tuckpointing. Trotter will inform the City which, if any, of the City requested work will be performed only as an additional service.
- 8)
- 9) Trotter has suggested that without additional information indicating Trotter responsibility, the following items will only be performed as additional service:
 - a) Installation of sealant if not in a failure state or a cause of water infiltration.
 - b) Metal jamb angle requested by City
 - c) Plaster patching not caused Trotter window leakage
- 10) The Settlement Change Order will resolve all issues between the parties including pending claims of both parties. However, remedies under the contract, will be preserved.
- 11) Wright and Harding will discuss the items in Par. 7 and the existing claims by Trotter for additional compensation. They will make a non-binding recommendation to the parties for resolution of any remaining controversy concerning cost allocation.

BSB

BRUCE S. BONCZYK LAW OFFICE
ATTORNEY AND COUNSELOR AT LAW

601 WEST MONROE STREET, SPRINGFIELD, IL 62704

TELEPHONE (217) 525-0700 FAX (217) 525-2171

May 20, 2014

Mr. David G. Morrison
Kutsinis, Weng & Morrison
1515 Fourth Ave. Suite 301
Rock Island, IL 61201-8613

Via Email and Regular Mail

Re: Trotter General Contracting, Inc.
Window Replacement Project

Dear David:

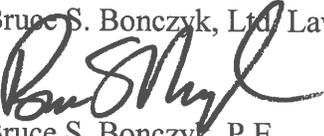
Mr. Chris Trotter of Trotter General Contracting, Inc. ("TGCI") advised me that all of the end dam and drip edge corrective work has been completed at the City Hall project. As you may recall, the City of Rock Island has not paid any monies for the installation of the windows. In accordance with the Amended Memorandum of Understanding from the mediation, TGCI hereby requests a sum in the amount of \$58,874.00 for the window installation, based on the successful water infiltration tests.

Further, TGCI requests that the architects involved in the mediation, Mr. Craig Wright and Mr. Bruce Harding, meet as quickly as possible to review the Trotter claims for additional compensation. These items include the claims for additional screen costs, additional storage costs, use of contractor's lift by City, additional plaster repairs, additional window trim at jambs, and associated bonds and insurance costs, as well as the extended overhead, lost productivity and associated time related project expenses as defined in the Complaint. If this requires attendance by TGCI and counsel and the City to review, please advise of available dates and times.

In addition, the City needs to advise if it desires TGCI to repair the window wash rope holds, as well as any other work the City may desire while TGCI is on site as described in the Amended Memorandum of Understanding. This will be subject to agreed pricing before proceeding with the work.

I trust you can understand that since TGCI has not been paid for this work which has been installed for nearly five (5) years, it is imperative the City release the funds for the window installation immediately. Please contact me if you have any questions, or if a more current invoice is required from TGCI for payment.

Very truly yours,
Bruce S. Bonczyk, Ltd. Law Office


Bruce S. Bonczyk, P.E.

BSB:mab

cc: Mr. Chris Trotter

APPLICATION FOR PAYMENT

CAP702

Page: 1 of 2

To:
City of Rock Island
1309 Mill Street
Rock Island, IL 61201

PROJECT:
TGCI#8103
City Hall Window Replacement
Rock Island, Illinois

Application No.:	Application Date:	Period To:	Contract Date:
2	MAY 20,2014	MAY 20,2014	FEB 15,2008
Project Nos:	2576		
Distribution List:	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input checked="" type="checkbox"/> Contractor	<input type="checkbox"/> Other	

From Contractor:
Trotter General Contracting Inc.
820 W. Jackson St.
Macomb, IL 61455
Phone:(309)836-5040
Fax:(309)836-3756

VIA ARCHITECT:

CONTRACT FOR: City Hall Window Replacement

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

- | | | |
|--------------------------------------|----|-------------------|
| 1. Original Contract Amount: | \$ | <u>183,974.00</u> |
| 2. Net of Change Orders: | \$ | <u>0.00</u> |
| 3. Net Amount of Contract: | \$ | <u>183,974.00</u> |
| 4. Total Completed & Stored to Date: | \$ | <u>183,974.00</u> |
| 5. Retainage Summary: | | |
| a. 0.00 % of Completed Work | \$ | <u>0.00</u> |
| b. 0.00 % of Stored Material | \$ | <u>0.00</u> |
| Total Retainage: | \$ | <u>0.00</u> |
| 6. Total Completed Less Retainage: | \$ | <u>183,974.00</u> |
| 7. Less Previous Applications: | \$ | <u>125,100.00</u> |

8. Current Payment Due, This Application:	\$	<u>58,874.00</u>
---	----	------------------

9. Contract Balance (Including Retainage):	\$	<u>** 0.00</u>
--	----	----------------

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Trotter General Contracting Inc.

Date: MAY 20,2014

State Authorized: Illinois

County of: McDonough

Subscribed and sworn to before
me this 20th day of May, 2014

Notary Public: Kelly Cokel
My Commission expires: June 4, 2018



ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architects Signature) Date: _____

*** Per the amended Memorandum of Understanding Contractual Claims will be reviewed and processed.*

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:
 Trotter General Contracting Inc.
 820 W. Jackson St.
 Macomb, IL 61455
 Phone:(309)836-5040
 Fax:(309)836-3756

To:
 City of Rock Island
 1309 Mill Street
 Rock Island, IL 61201

Project:
 TGCI#8103
 City Hall Window Replacement
 Rock Island, Illinois

Application No: 2
 Application Date: 5/20/2014
 Period To: 5/20/2014
 Contract Date: 2/15/2008
 Architects Project#: 2576

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	Bond & Insurance	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00
2	Window Material	135,000.00	135,000.00	0.00	0.00	135,000.00	100	0.00	0.00
3	Labor & Overhead	44,974.00	0.00	44,974.00	0.00	44,974.00	100	0.00	0.00
4	Pending Claims - In Progress	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
5	See Amended Memorandum	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	of Understanding	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		183,974.00	139,000.00	44,974.00	0.00	183,974.00	100	0.00	0.00

TROTTER GENERAL CONTRACTING, INC.

Invoice

820 WEST JACKSON STREET
MACOMB, IL 61455

Phone # 309.836.5040 Fax # 309.836.3756

Date	Invoice #
5/20/2014	826

Bill To
City of Rock Island 1309 Mill Street Rock Island, IL 61201

P.O. No.	Terms
#2576	Net 10

Quantity	Description	Rate	Amount
1	Window Installation THIS IS NOT A FINAL PAYMENT. PER THE AMENDED MEMORANDUM OF UNDERSTANDING CONTRACTUAL CLAIMS WILL BE REVIEWED AND PROCESSED.	58,874.00	58,874.00
		Total	\$58,874.00
		Payments/Credits	\$0.00
		Balance Due	\$58,874.00