

CITY OF HIGH POINT

AGENDA ITEM



Title: Shook Construction Company
Westside Wastewater Treatment Plant Improvements–Phase 3
Change Order

From: Terry Houk – Public Services Director
Carol McDowell – Public Services Asst. Director

Meeting Date: February 16, 2015

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Change Order Documents
Picture of BNR Tanks

PURPOSE:

The Westside WWTP is under upgrade to convert the existing extended aeration system (rated at 6.2 MGD) to a Biological Nutrient Removal (BNR) system rated initially at 8.2 MGD with ultimate design rated at 10.0 MGD. This change order (identified in bid specifications) is for the removal, disposal, and replacement with suitable backfill for existing unsuitable soil under the planned BNR Tanks (Biological Nutrient Removal Tanks).

BACKGROUND:

There are select areas under the planned location for the new BNR Tanks that have unsuitable soil. This soil needs to be removed and replaced with suitable material (stone). This will provide the correct structural bearing for the new BNR Tanks. Hazen and Sawyer Engineering, in conjunction with Geo- Hydro Engineers, will determine the unsuitable soil as it is encountered for removal. The quantities have been estimated based on review of the tanks location and the soil reports for the Contract Documents. Quantities will be tracked by Hazen and Sawyer Engineering on site for billing to this change order.

BUDGET IMPACT:

Funds for this project are in the following account: **421779-533701-421101024105-40202**

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order 6 to Shook Construction Company, Inc. in the amount of \$257,460.00.



CITY OF HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

PUBLIC SERVICES

CHANGE ORDER INFORMATION

Date: 01/26/15

PAY TO:

Shook Construction
3453 Apex Peakway
Apex, NC 27502

PROJECT:

Project Name: Westside Wastewater Treatment Plant Improvements-Phase III
Project Number: 0241; Bid: 27-112013
Change Order Number: 6

ACCOUNT INFORMATION:

P.O. Number: 83674
Account Unit: 421779
GL Account: 533701
Activity Number: 421101024105
Account Category: 40202

AMOUNT:

AMENDED CONTRACT AMOUNT (through CO 5):	\$ 25,178,908.52
CHANGE ORDER AMOUNT (CO 6):	\$ 257,460.00
AMMENDED CONTRACT AMOUNT (through CO 6):	\$ 25,436,368.52

DAYS:

AMENDED CONTRACT DAYS (through CO5):	930	DATE: 09/04/16
CHANGE ORDER DAYS (CO 6):	0	DATE: 09/04/16
AMMENDED CONTRACT DAYS (through CO 6):	930	DATE: 09/04/16

Minus 90 days for substantial

REASON: Add Line Items For Unsuitable Soil In BNR Excavations

FINAL APPROVAL LEVEL:

- ☐ Requires Department Level Approval
- ☐ Requires Assistant City Manager Approval
- ☒ Requires Council Approval

- ☒ APPROVED
- ☐ APPROVED AS NOTED (See Attached Sheet)

Date: 01/26/15

By: 

Projects Engineer, City of High Point; Public Service

CHANGE ORDER

No. 6PROJECT Westside WWTP - Improvements – Phase 3DATE OF ISSUANCE January 26, 2015EFFECTIVE DATE January 26, 2015OWNER: City of High Point, NCOWNER's Contract No.: 17-112013CONTRACTOR: Shook Construction CompanyENGINEER: Hazen and Sawyer, P.C.

You are directed to make the following changes in the Contract Documents.

Description: Per WCD # 008, a unit price has been developed for removal and replacement of unsuitable soils from the subgrade of the proposed BNR Tanks.

Reason: The project's subsurface exploration report indicates some of the in-situ soils encountered in the subgrade of the BNR Tanks will lack sufficient bearing capacity to support the BNR structure. These soils are to be removed / replaced in order to provide adequate bearing. The amount of soil to be removed / replaced will be unknown until structural excavation is performed. Therefore, for the purposes of completing this change order, the amount of unsuitable soil to be removed / replaced will be estimated at 3,000 cy. (NOTE: The replacement material will be # 57 stone.) **A separate change order will be issued to finalize the quantity of soil removed / replaced and to adjust the Contract Time.**


Attachments: RFP # 007; Shook's PCO # 014; WCD # 007

COST: ADD \$257,460.00		TIME EXTENSION – TBD via a separate change order	
CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price		Original Contract Times	
\$ <u>24,911,400.00</u>		Start Date: <u>February 17, 2014</u>	
		Substantial Completion: <u>May 7, 2016</u>	
		Final Completion: <u>August 05, 2016</u>	
Net changes from previous Change Orders No. <u>0</u> to No. <u>5</u>		Net Change from previous Change Orders No. <u>0</u> to No. <u>5</u>	
\$ <u>267,508.52</u>		<u>30 Days</u>	
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
\$ <u>25,178,908.52</u>		Start Date: <u>February 17, 2014</u>	
		Substantial Completion: <u>June 6, 2016</u>	
		Final Completion: <u>September 4, 2016</u>	
Net Increase of this Change Order		Net Increase (decrease) of this Change Order	
\$ <u>257,460.00</u>		<u>0 Days</u>	
Contract Price with all approved Change Orders		Contract times with all approved Change Orders	
\$ <u>25,436,368.52</u>		Substantial Completion: <u>June 6, 2016</u>	
		Final Completion: <u>September 4, 2016</u>	

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

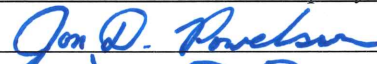
IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

ATTEST:


Secretary

[Contractor Corporate Seal]

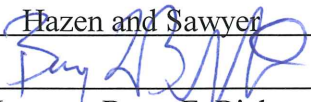
ACCEPTED CONTRACTOR (Authorized Signature):

Shook Construction Company
By: 
Print Name: Jon D. Powelson
Title: Vice President
Address: 3453 Apex Parkway, Apex NC 27502
Date: 1/26/15

APPROVED OWNER:

City of High Point
By: _____
Print Name: _____
Title: _____
Date: _____

RECOMMENDED ENGINEER:

Hazen and Sawyer
By: 
Print Name: Barry F. Bickerstaff, P.E.
Title: Senior Associate
Date: 1-29-15

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.	007	DATE	January 14, 2015
PROJECT	Westside WWTP Improvements – Phase 3		
CONTRACTOR	Shook Construction Company		
ENGINEER / ARCHITECT	Hazen and Sawyer		

You are directed to proceed promptly with the following change(s):

Description	Removal and replacement of unsuitable soils in subgrade of BNR Tanks.
Purpose of Work Change Directive	Provide a suitable construction subgrade for the BNR Tanks.
Attachments (List documents supporting change)	RFP # 007 / Shook's PCO # 014

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

<input checked="" type="checkbox"/>	Unit Prices
<input type="checkbox"/>	Lump Sum
<input type="checkbox"/>	Other (Specify):

Method of determining change in Contract Time or Times:

<input checked="" type="checkbox"/>	Contractor's Records
<input checked="" type="checkbox"/>	Engineer's Records
<input type="checkbox"/>	Other (Specify):

Estimated (increase/decrease) in Contract Price:

\$ TBD

Estimated (increase/decrease) in Contract Times:

Substantial Completion: TBD days;
Ready for final payment: TBD days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:

By: [Signature]
Engineer/Architect

APPROVED:

By: [Signature]
Owner

ACCEPTED:

By: [Signature]
Contractor

Date: 1-15-15

Date: 1-15-15

Date: 1/15/15

Distribution: Carol McDowell, CoHP

Barry Bickerstaff, H&S

Ryan Lowden, Shook Const.

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

REQUEST FOR PROPOSAL # 007	
Project	Westside WWTP – Improvements – Phase 3 High Point, NC – 27-112013
Contractor	Shook Construction Company
Subject	Removal and replacement of unsuitable soil at BNR Train # 1
Reference Spec. Section/Drawing No.	Specification Section 02200

In accordance with the Contract Documents, Contractor is hereby requested to submit a cost and detailed breakdown to perform the following work:

Unsuitable soil has been discovered in the subgrade of the BNR Tanks. The Contract Documents include a unit price for removal and disposal of the soil, however unit price for replacement of the soil is specified to be negotiated per change order. Therefore, the Contractor is requested to submit a unit price to replace unsuitable soil removed from the subgrade of the BNR Tanks. The unit price shall include all costs associated with performing the work - materials, labor, equipment, contractor overhead, fees, etc. Suitable material to replace removed material shall be one of the following two options:

1. Coarse aggregate meeting the requirements of #57 aggregate in accordance with ASTM C-33.
2. Select fill material conforming to the requirements of Specification Section 02200. Select fill material shall be compacted per the referenced specification section.

The Engineer will provide direction as to which of the above options is to be used at the time the work is performed.

Attachments: None

Requested By: Barry F. Bickerstaff
Hazen and Sawyer, P.C.

Date: December 18, 2014

cc: G. Hall-CoHP
T. Houk-CoHP

T. Fitzgerald-CoHP
C. McDowell-CoHP

T. Johnson-H&S
M. Armand – H&S

A.X. Stone – H&S
A. Murphy – H&S



Shook Construction
3453 Apex Peakway
Apex, North Carolina 27502

Phone: (919) 290-8141
Fax: (919) 290-8081

www.shookconstruction.com

City of High Point - Westside WWTP Improvements Phase III										
Potential Change Order # 014 <i>Unsuitable Material Undercut & Replacement</i>	DATE: January 14, 2015 Rev 1 JOB #: 113039									
TO: Hazen & Sawyer 4011 Westchase Blvd. Raleigh, NC 27607 Attn: Barry Bickerstaff	DESCRIPTION: Unsuitable material has been encountered beneath the BNR basin. The initial 1,000 yards of material to be cut from the site, will be covered under the unit price included as part of the contract documents. Material in excess of 1,000 CY will be paid for at the rate noted below. The backfill method shall be selected by the Owner/Engineer from either of the two options presented and will be paid for at that unit rate applied against the summarized quantity of material removed from the worksite.									
<p>This unit price proposal is submitted in accordance with the requirements of H&S RFP #007 - Removal & Replacement of Unsuitable Soil at BNR Train #1. Clarification & exclusions are included on the following page.</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding: 5px;">Replace Unsuitable Material with #57 Stone</td> <td style="padding: 5px; text-align: right;">\$54.37 /CY</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Replace Unsuitable Material with Select Fill</td> <td style="padding: 5px; text-align: right;">\$65.98 /CY</td> <td style="padding: 5px;">See note 3</td> </tr> <tr> <td style="padding: 5px;">Removal and Disposal of Unsuitable Material</td> <td style="padding: 5px; text-align: right;">\$31.45 /CY</td> <td style="padding: 5px;">See Note 4</td> </tr> </table> <p style="text-align: center; margin-top: 20px;">This Cost Proposal requires a time extension of <u>TBD</u> days</p> <p><i>As the unsuitable material encountered is predominantly located beneath structures that may be critical to the timely completion of the project we are requesting that the contract time is tracked on a unit basis as well. Should overexcavation be required in areas of work, which are currently, or may become part of the critical path, we will be granted those days spent on completing the work included in this PCO. Specifically, one day of contract time will be added to the contract duration for each calendar day passed from the time a specific area of over excavation is identified until the time that the unsuitable material is chased from the area beneath the structure. We will also request the time expended from the date of receipt of RFP#007 until the date it has been formally approved. We reserve the right to recover any impacted costs, at a later date when they may be determined.</i></p> <p style="text-align: center; margin-top: 20px;">In Order to maintain the project schedule, a response to this cost proposal must be received by: <u>January 21, 2015</u></p>		Replace Unsuitable Material with #57 Stone	\$54.37 /CY		Replace Unsuitable Material with Select Fill	\$65.98 /CY	See note 3	Removal and Disposal of Unsuitable Material	\$31.45 /CY	See Note 4
Replace Unsuitable Material with #57 Stone	\$54.37 /CY									
Replace Unsuitable Material with Select Fill	\$65.98 /CY	See note 3								
Removal and Disposal of Unsuitable Material	\$31.45 /CY	See Note 4								
<div style="text-align: center;"> <u>Ryan Lowden</u> Proposed By Shook Construction </div>	<div style="text-align: center;"> <u>January 14, 2015</u> Date </div>									
<div style="text-align: center;"> <u>Accepted By</u> </div>	<div style="text-align: center;"> <u>Date</u> </div>									

cc: Jason Bustamante, Jon Powelson

City of High Point - Westside WWTP Improvements Phase III

Potential Change Order #

014

DATE: January 14, 2015

Unsuitable Material Undercut & Replacement

JOB #: 113039

Clarifications:

- 1 The total units for payment on both cut and fill shall be determined by the cut material. The cut material quantity will be determined by measured volume of the in-situ material. A total CY of material cut will be determined at the end of each day and will be agreed to in writing by Shook and the applicable H&S personnel.
- 2 If the #57 stone fill method is selected, the required geotextile fabric shown in the contract documents will be placed at the elevation indicated on the drawings. Approximately 1' below the lowest part of the slab.
- 3 The select fill option will net an increase in cut yardage and thereby backfill yardage as well as additional contract time. Select fill will require that we place employees in potentially unsafe portions of the excavation for the purpose of backfill compaction. Placement of employees in the excavation will require that it is OSHA compliant and will therefore increase the amount of layback and excavation required to remove all unsuitable material. The additional material will increase the overall cost of this option compared to the use of #57 stone.
- 4 The anticipated amount of unsuitable material that has been identified and is subject to removal is approximately 2,300 CY. This amount is in excess of the 1,000 CY included in the unit price provided with the contract. A unit price has been provided for any removal in excess of the original 1,000 CY noted.

Exclusions:

- 1 Engineering, installation or removal of erosion control measures for material hauled offsite.
- 2 Engineering, installation or removal of soil shoring systems, which may be required for adjacent structures due to removal of unsuitable material.

cc: Jason Bustamante, Jon Powelson



2015/02/06 08:55