

CONSTRUCTION CONTRACTS

- 8. Approve Change Orders #5 and #6 to CC-1228-04/TLR – Greenwood Lakes WWTF Master Pump Station Upgrades - Mechanical Screens with Wharton-Smith, Inc., Lake Monroe (\$88,829.13 and 141 days)**

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

PURCHASING DIVISION

**1101 E. First Street
Sanford, FL 32771**

CONTRACT NO: CC-1228-04-TLR INITIATION DATE: 12/16/04 ORIGINAL CONTRACT DATE: 05/20/03
CHANGE ORDER NO: 5 ACCOUNT NO: _____ ARCH/ENG PROJECT: 07-1197.10
CONTRACT FOR: Wharton-Smith, Inc.

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

Item 1: Costs (time and expenses) associated with the additional concrete cutting required due to the alignment of the existing walls and pipe in the area where the bar screens were to be placed. Additional metals were required to provide bearing for the bar screens at these locations, and additional plate was needed to cover the opening of the demolished bar screen. Electrical rerouting of the lift station pumps and controls is required to allow access to the pumps for removal and service. All work with the exception of the electrical rerouting has been accomplished to date.

REASON FOR CHANGE(S):

Item 1: To provide bearing for bar screens, coverage for open holes, and to provided access and the ability to service and remove the lift station pumps after the pump station modifications.

ORIGINAL CONTRACT SUM:.....	\$ <u>642,000.00</u>
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$ <u>712,617.37</u>
CHANGE ORDER (increase) (decreased) (unchanged)	\$ <u>13,754.56</u>
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE	\$ <u>726,371.93</u>

CONTRACT TIME WILL BE (increased) (~~decreased~~) (~~unchanged~~)
BY 5 CALENDAR DAYS ~~NO CALENDAR DAYS~~..... 5
FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER 03/01/05
(substantial completion changed to 01/30/05)

WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between COUNTY and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's completion acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

ACKNOWLEDGEMENTS The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR

Jack Cheney
PROJECT MANAGER
Utilities Division
DEPT/DIV.

By: [Signature]
Date: 3/10/05

PBS&J
ARCHITECT/ENGINEER
Winter Park, Florida
Address

By: [Signature]
Date: 2/12/05

Wharton-Smith, Inc
CONTRACTOR (Seal)
Lake Monroe, Florida
Address

By: [Signature]
Date: 11/21/05

Approved as to form & legal sufficiency:

County Attorney Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Chairman

BCC APPROVAL DATE: _____

CLERK OF THE CIRCUIT
ATTEST:

DATE: _____

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

PURCHASING DIVISION

**1101 E. First Street
Sanford, FL 32771**

CONTRACT NO: CC-1228-04-TLR INITIATION DATE: 3/25/05 ORIGINAL CONTRACT DATE: 05/20/03
 CHANGE ORDER NO: 6 ACCOUNT NO: _____ ARCH/ENG PROJECT: 07-1197.10
 CONTRACT FOR: Wharton-Smith, Inc.

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

Item 1: Costs (time and expenses) associated with the additional concrete cutting required due to the alignment of the existing walls and pipe in the area where the bar screens were to be placed. Additional metals were required to provide bearing for the bar screens at these locations, and additional plate was needed to cover the opening of the demolished bar screen. Electrical rerouting of the lift station pumps and controls is required to allow access to the pumps for removal and service. All work with the exception of the electrical rerouting has been accomplished to date.

REASON FOR CHANGE(S):

Item 1: Installation of a new 3800 gpm Aerator at the Ground Storage Tank at Country Club. Included is all Labor, Material, and Equipment to accomplish the work as proposed and qualified by Wharton Smith's proposal 8C following condemnation of the existing Aerator platform at the Country Club Site.

ORIGINAL CONTRACT SUM:	\$ 642,000.00
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$ 726,371.93
CHANGE ORDER (increase) (decreased) (unchanged)	\$ 75,074.57
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE	\$ 801,446.5

CONTRACT TIME WILL BE (increased) (~~decreased~~) (~~unchanged~~)
 BY 136 CALENDAR DAYS NO CALENDAR DAYS.....
 FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER 7/15/05
 (substantial completion changed to 06/30/05)

WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between COUNTY and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's completion acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

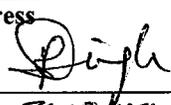
ACKNOWLEDGEMENTS The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR

Jack Cheney
PROJECT MANAGER
Utilities Division
DEPT/DIV.

By: 
Date: 3/30/05

PBS&J
ARCHITECT/ENGINEER
Winter Park, Florida
Address

By: 
Date: 3/28/04

Wharton-Smith, Inc
CONTRACTOR (Seal)
Lake Monroe, Florida
Address

By: 
Date:

Approved as to form & legal sufficiency:

County Attorney

Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Chairman

BCC APPROVAL DATE: _____

CLERK OF THE CIRCUIT
ATTEST:

DATE: _____



Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE PROPOSAL #08

#	APPROVALS
1	
2	Owner:
3	
4	
5	Seminole County
6	Greenwood Lakes Project
7	701 Greenway Boulevard
8	Lake Mary, Florida
9	407-665-2891
10	Approved By: _____
11	Date: _____
12	NOTES:
13	_____
14	_____
15	_____
16	_____
17	
18	Engineer of Record:
19	PBS & J
20	
21	482 South Keller Road
22	Orlando, FL 32810
23	407-647-7275
24	Approved By: _____
25	Date: _____
26	NOTES:
27	Cost data presented by Wharton-Smith is accurate information.
28	_____
29	_____
30	
31	Contractor:
32	
33	
34	Wharton-Smith, Inc.
35	750 County Road 15
36	Lake Monroe, FL 32747
37	407-321-8410
38	Approved By: _____
39	Date: _____
40	NOTES:
41	_____
42	_____
43	_____
44	FINAL QUOTE TOTAL
45	
46	
47	

TOTAL
\$ 75,074.57

\$ 75,074.57



PROPOSAL SUMMARY # 8

#	DESCRIPTION	NOTES		
1	New Aerator Structure			
2	Include in this proposal are the following:			
3	Install a new 3800 gpm Aerator at the Ground Storage Tank at Country Club. Piping required to make the tank			
4	ready to function as a center-aerator structure with 1@ 16" to 20" center pipe, and NO Downcombers			
5	The structural modification to the tank are specifically included, as is the			
6	coating of the internal piping with TNEMEC pot-a pox-140. Cleaning and Bac-t testing are specifically			
7	excluded from this proposal. Demolition of the existing aerator and platform is excluded from this proposal.			
8	This proposal assumes that the 12" feed line to the current aerator will be			
9	reconnected to the 16" line which feeds the GST By Others.			
10	Finally, we assume that the center hub of the existing tank is fitted only with a 16" flanged 90.			
11	There are no provisions for relocating or rerouting any chemical piping, but will work with you to do so.			
12	The duration for the additional work outlined in this proposal is <u>20</u> working days.			
13	The Contract Time Extension due to this <u>Change Order</u> is <u>0</u> working days.			
14	MATERIALS	TOTAL		
15	From Page 2	\$ 5,716.00		
16	Tax 6.00%	\$ 342.96 \$ 6,058.96		
17	Markup 15.0%	\$ 908.84 \$ 6,967.80		
18		\$ 6,967.80		
19				
20	LABOR	HRS	AVG \$ / HR	TOTAL
21	From Page 3	308	\$ 36.28	\$ 11,175.44
22		Markup 15.0%	\$ 1,676.32	\$ 12,851.76
23				\$ 12,851.76
24				
25	TOOLS & EQUIPMENT			TOTAL
26	From Page 4			\$ 5,930.80
27		Tax 6.00%	\$ 355.85	\$ 6,286.65
28		Markup 15.0%	\$ 943.00	\$ 7,229.65
29				\$ 7,229.65
30				
31		INV		TOTAL
32				
33	Crom		Security Enclosure	\$ 5,158.00
34	Crom		Install new 3800 Gpm Aerator	\$ 32,450.00
	Universal Painting		Paint all Internal Piping/ All Patching	\$ 3,000.00
35	Mid State Lightning		Relocate Grounding to top of Tank	\$ 3,605.00
36				
37			Subtotal	\$ 44,213.00
38			Markup 5.0%	\$ 2,210.65 \$ 46,423.65
39				\$ 46,423.65
40				
41	OTHER	QTY	REFERENCE	TOTAL
42	Extended Project Overhead	0	Days * Cost Per Day	\$ 887.57 \$ -
43	Additional Insurance	0.00%	M + L + T&E + S	\$ 73,472.86 \$ -
44	Additional Bond	2.00%	M + L + T&E + S	\$ 73,472.86 \$ 1,469.46
45			Subtotal	\$ 1,469.46
46			Markup 9.0%	\$ 1,469.46 \$ 132.25
47				\$ 1,601.71
48				
49	FINAL QUOTE TOTAL			TOTAL
50				\$ 75,074.57

Summary

51	
52	
	\$ 75,074.57



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	McDade Waterworks		1	LS	\$ 4,547.00	\$ 4,547.00	Quote
2	Bolt and Nut		1	LS	\$ 1,169.00	\$ 1,169.00	Gaskets and bolts (SS)
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
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37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	MATERIAL SUBTOTAL					TOTAL	
44						\$ 5,716.00	
45					\$	5,716.00	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendant	72		\$ 56.00	\$ 84.00	\$ 4,032.00	\$ -	\$ 4,032.00	Not onsite Full time
2	Asst. Superintendant			\$ 48.00	\$ 72.00	\$ -	\$ -	\$ -	
3	Surveyor			\$ 36.80	\$ 55.20	\$ -	\$ -	\$ -	
4	Craft Foreman			\$ 36.40	\$ 54.60	\$ -	\$ -	\$ -	
5	Operator			\$ 34.40	\$ 51.60	\$ -	\$ -	\$ -	
6	Rodbuster			\$ 28.80	\$ 43.20	\$ -	\$ -	\$ -	
7	Carpenter			\$ 26.40	\$ 39.60	\$ -	\$ -	\$ -	
8	Pipefitter	160		\$ 25.60	\$ 38.40	\$ 4,096.00	\$ -	\$ 4,096.00	
9	Plumber			\$ 25.60	\$ 38.40	\$ -	\$ -	\$ -	
10	Finisher			\$ 23.60	\$ 35.40	\$ -	\$ -	\$ -	
11	Laborer	40		\$ 20.80	\$ 31.20	\$ 832.00	\$ -	\$ 832.00	
12					\$ -	\$ -	\$ -	\$ -	
13					\$ -	\$ -	\$ -	\$ -	
14					\$ -	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		272.0	0.0			\$ 8,960.00	\$ -		
22		272.0						\$ 8,960.00	
23									
24	ADJUSTMENTS	%	HRS			RATE / HR		TOTAL	
25	Material Handling	0.0%	0			\$ 41.53		\$ -	
26	Testing & Cleaning	0.0%	0			\$ 41.53		\$ -	
27	Warranty & Punchlist	0.0%	0			\$ 41.53		\$ -	
28			0					\$ -	
29									
30	PROJECT MANAGEMENT		HRS			RATE / HR		TOTAL	
31	Project Manager		36			\$ 61.54		\$ 2,215.44	
32	Asst. Project Manager					\$ 46.14		\$ -	
33	Project Engineer		0			\$ 38.46		\$ -	
34			36.0					\$ 2,215.44	
35									
36	LABOR SUBTOTAL		HRS			AVG \$ / HR		TOTAL	
37	Manhours	272.0	0.0	36.0		308.0	\$ 36.28	\$ 11,175.44	
38						308.0			
39								\$ 11,175.44	
40									