

**CITY OF GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR – PHASE 1**

**CITY PROJECT 2012-S-6
BLACK & VEATCH PROJECT NO. 175144**

CHANGE ORDER NO. 2

Change Order No. 2 covers the removal and replacement of an existing concrete encased waterline line at the intersection of Voss Road and Seedling Mile Road, the procurement and installation of a new partial lid for the Junction Box to provide access through a 4-foot by 4-foot hatch, the partial costs of the damages caused by a concrete slab that was discovered on top of existing electrical conduits near Station 14+60, the removal and replacement of an existing storm sewer at the intersection of 4th St. and 7th St., and the time extension requested by the Contractor for Substantial and Final Completion.

Item CO2-1. Remove and Replace Concrete Encased Waterline Near Station 45+00

Initiated by: Contractor

This change involves removing and replacing the existing concrete encased 8-inch waterline near Station 45+00 (Sheet PP-8). The waterline was shown on the contract documents, but it was not shown to be concrete encased. In lieu of attempting to support the encased waterline, it was removed and replaced to allow for the safe installation of the interceptor.

Item CO2-2. Provide New Lid for the Junction Box

Initiated by: Owner

The new Junction Box lid located at Station 10+00 (Sheets PP-1, D-2) came in four equal sized concrete sections. This change involves removing and replacing the two interior lid sections with one larger lid section with a 4-foot x 4-foot aluminum hatch cast in to provide access.

Item CO2-3. Repair Damaged Electrical Conduits Near Station 14+60

Initiated by: Contractor

Upon exposing the two 6-inch electrical conduits near Station 14+60 (Sheet PP-2), it was discovered that the conduits had a concrete slab covering them which was not shown on the contract documents. The concrete slab ended up shifting down during the interceptor installation and damaged the conduits. The total cost of the repair to the conduits (assessed by the Grand Island Utilities Department) was \$5,699.21. This change covers the estimated cost had the

concrete slab been properly supported, and does not cover the total cost of the repairs, which remains the responsibility of the Contractor.

Item CO2-4. Remove and Replace Existing Storm Sewer at 4th Street and 7th Street

Initiated by: Contractor

This change involves removing and replacing the existing 15" CMP storm sewer pipe that was not shown on the drawings (near Station 89+00 on Sheet PP-17) and found to be in a poor, non-operable condition with a new 15" RCP storm sewer with flared end sections.

Item CO2-5. Extend Contract Times for Substantial and Final Completion

Initiated by: Contractor

This change involves extending the contract times for Substantial Completion to April 9, 2014 (originally January 13, 2014) and Final Completion to April 16, 2014 (originally February 17, 2014). The request for the contract extension is based on delays mainly caused by the dewatering and microtunneling subcontractor's inability to maintain their original schedules. As a condition of the contract extension, the following stipulations will be put in place:

1. Any failure occurring in the existing concrete North Interceptor after the original Substantial Completion date of January 13, 2014 and through to the Final Completion date of April 16, 2014 will be repaired by Merryman Excavation at their sole cost, without any reimbursement from the City of Grand Island. The existing concrete North Interceptor is defined as the section of sanitary sewer from new Manhole 27A (located in E. 7th Street, approximately three hundred fifty (350) feet west of Sky Park Road) downstream to the wastewater treatment plant.
2. All of the new North Interceptor from the Wastewater Treatment Plant (Station 0+00) to approximately three hundred fifty (350) feet west of Sky Park Road (Station 92+47.91) will be installed and operational no later than March 12, 2014. In the event this intermediate milestone is not met, a penalty will be assessed to Merryman Excavation in the amount of \$550.00 each day until such time that the pipe has been fully installed, tested, inspected, and operational as described herein.
3. All work will be substantially complete on or before April 9, 2014.
4. Final Completion and readiness for final payment will be on or before April 16, 2014.

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SUMMARY

CHANGE ORDER NO. 2

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

<u>Effect on Contract Price</u>		<u>Increase/Decrease In Contract Price (+/-)</u>
<u>Item</u>	<u>Description</u>	
CO2-1	Remove and Replace Concrete Encased Waterline Near Station 45+00	+7,160.41
CO2-2	Provide New Lid for the Junction Box	+11,704.47
CO2-3	Repair Damaged Electrical Conduits Near Station 14+60	+1,000.00
CO2-4	Remove and Replace Existing Storm Sewer at 4 th Street and 7 th Street	+7,168.29
CO2-5	Extend Contract Times for Substantial and Final Completion	+00.00
NET CHANGE IN CONTRACT PRICE		+27,033.17
BID AMOUNT OF ORIGINAL CONTRACT		\$8,444,635.00
PREVIOUS CHANGE ORDER ADJUSTMENTS		+ 0.00
CURRENT CONTRACT AMOUNT		\$8,444,635.00
CHANGE ORDER NO. 2		+27,033.17
ADJUSTED CONTRACT AMOUNT		\$8,471,668.17

Effect on Contract Time

--	Substantial Completion for Original Contract	January 13, 2014
--	Final Completion for Original Contract	February 17, 2014
CO2-1	No additional time given for Contract	
CO2-2	No additional time given for Contract	
CO2-3	No additional time given for Contract	
CO2-4	No additional time given for Contract	
CO2-5	Contract Time Extension for Substantial Completion, Calendar Days (Date)	86 (April 9, 2014)
CO2-5	Contract Time Extension for Final Completion, Calendar Days (Date)	58 (April 16, 2014)

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 2. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this 28th day of January, 2014

Recommended:

Black & Veatch Corporation

By: [Signature]
Engineering Manager

Date: 1/17/14

Approved:
City of Grand Island

By: [Signature]

Date: 1/28/14

Approved:

Merryman Excavation, Incorporated

By: [Signature]

Date: 1/20/14

Approved as to Form [Signature]
January 28, 2014 City Attorney