

RESOLUTION R16-738

A RESOLUTION AUTHORIZING A CERTAIN CHANGE ORDER FOR THE CITY'S CONTRACT WITH CONSTRUCTION 57 INCORPORATED; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

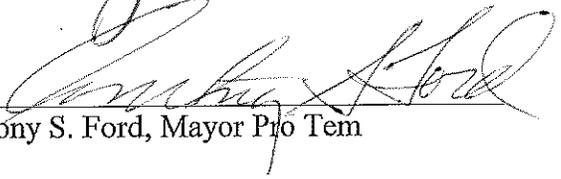
**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

**WHEREAS**, the City finds it necessary and desirable to authorize a certain change order for its contract with Construction 57 Incorporated relating to the South Berry Street Sidewalks Phase II;

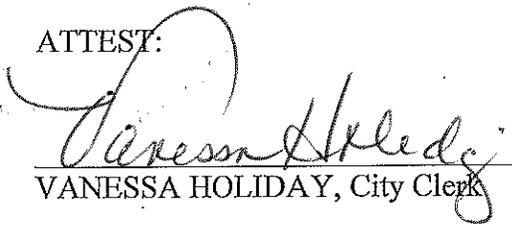
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City Council hereby approves that certain change order for its contract with Construction 57 Incorporated relating to the South Berry Street Sidewalks Phase II, attached hereto as Exhibit A and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

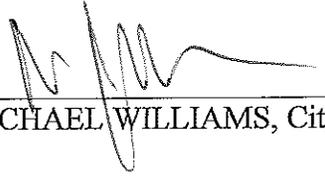
SO BE IT RESOLVED this 28th day of June 2016.

  
\_\_\_\_\_  
Anthony S. Ford, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHAEL WILLIAMS, City Attorney

**EXHIBIT A**

**CHANGE ORDER NO. 1 - FINAL**



**South Berry Street Sidewalks  
Phase II – CDBG Funding  
Bid #201508-01**

**Change Order  
No. 1 - Final**

Date of Issuance: June 10, 2016

Effective Date: July 11, 2016

Owner: City of Stockbridge

Owner's Contract No.: 2011508-01 (CDBG)

Contract: South Berry Street Sidewalks Phase II - CDBG

Date of Notice to Proceed: January 18, 2016

Contractor: Construction 57 Incorporated

Engineer's Project No.: N/A

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Final adjustment of actual quantities measured in the project

**Attachments (list documents supporting change):**

Spreadsheet with actual quantities and justification letter for delay request.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times: 60 Calendar days

**\$ 139,470.40**

Substantial completion days: 45 Calendar days

Ready for final payment days: 60 Calendar days

No Change from previously approved Change Orders No. N/A to No. N/A:

No Change from previously approved Change Orders No. N/A to No. N/A:

\$ N/A

Substantial completion (days): No Change

Ready for final payment (days): No Change

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

**\$ 139,470.40**

Substantial completion days: 45 Calendar days

Ready for final payment days: 60 Calendar days

Increase of this Change Order:

Contract Time Change for this Change Order:

**\$ 1,088.80**

Substantial completion (days or date): 105

Ready for final payment (days or date): 120

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

**\$ 140,559.20**

Substantial completion days: 105 Calendar days

Ready for final payment days: 120 Calendar days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: [Signature]

By: \_\_\_\_\_

By: [Signature]

Falcon Design Consultants, LLC

City of Stockbridge, GA

Construction 57 Incorporated

Date: 6/10/2016

Date: \_\_\_\_\_

Date: 6/10/16

# Change Order

## Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**ORIGINAL BID ITEMS AND QUANTITIES**

**MEASURED QUANTITIES**

| ITEM NO. | ESTIMATED QUANTITY | UNITS | DESCRIPTION   | UNIT PRICE   | TOTAL PRICE  |
|----------|--------------------|-------|---|--------------|--------------|
| 1        | 1                  | L.S.  | Mobilization and Traffic Control (Complete including CDBG Project Signage)  | \$ 7,500.00  | \$ 7,500.00  |
| 2        | 1                  | L.S.  | Clearing and Grubbing   | \$ 4,500.00  | \$ 4,500.00  |
| 3        | 30                 | L.F.  | Type "C" Silt Fencing (Complete with Maintenance)   | \$ 5.00      | \$ 150.00    |
| 4        | 1                  | L.S.  | Grading Complete  | \$ 28,000.00 | \$ 28,000.00 |
| 5        | 548                | L.F.  | Sawcut Existing Asphalt Pavement  | \$ 3.00      | \$ 1,644.00  |
| 6        | 147                | S.Y.  | Graded Aggregals Base Course 12" Thick including Compaction   | \$ 55.00     | \$ 8,085.00  |
| 7        | 457                | L.F.  | 6" x 24" 3000 PSI Concrete Curb and Gutter  | \$ 15.00     | \$ 6,855.00  |
| 8        | 1360               | S.Y.  | Mill Existing Asphalt Pavement, 1 1/2" Depth  | \$ 12.00     | \$ 16,320.00 |
| 9        | 113                | Tons  | Recycled Asphaltic Concrete Paving 1 1/2" thick (Type SP-12.5 Fine Mix) including prime and tack coats.                           | \$ 145.00    | \$ 16,385.00 |
| 10       | 331                | S.Y.  | 3000 PSI Concrete Sidewalk, 4" Thick  | \$ 32.00     | \$ 10,592.00 |
| 11       | 1                  | EA.   | GDOT Handicap Ramp (Complete w/ "Red" Detectible Warning Pad)   | \$ 650.00    | \$ 650.00    |
| 12       | 284                | L.F.  | 15" RCP Storm Sewer Pipe (Complete)   | \$ 30.00     | \$ 8,520.00  |
| 13       | 5                  | L.F.  | 18" RCP Storm Sewer Pipe (Complete)   | \$ 35.00     | \$ 175.00    |
| 14       | 1                  | EA.   | 18" GDOT Concrete Safety End Section, 4:1 Slope   | \$ 750.00    | \$ 750.00    |
| 15       | 2                  | EA.   | GDOT 1019A Drop Inlet w/ Vane Grates (Complete)   | \$ 3,800.00  | \$ 7,600.00  |
| 16       | 1                  | EA.   | GDOT 9031U Junction Box w/ Top, (Complete)  | \$ 3,800.00  | \$ 3,800.00  |
| 17       | 1                  | EA.   | Relocate and Adjust Existing Water Meter to Grade Complete  | \$ 500.00    | \$ 500.00    |
| 18       | 25                 | L.F.  | GDOT Thermoplastic Crosswalk Striping, 7 Feet Wide  | \$ 20.00     | \$ 500.00    |
| 19       | 1124               | L.F.  | GDOT Thermoplastic Traffic Striping, 5" Wide White Solid  | \$ 1.60      | \$ 1,798.40  |
| 20       | 1060               | L.F.  | GDOT Thermoplastic Traffic Striping, 5" Wide Yellow Solid   | \$ 1.60      | \$ 1,696.00  |
| 21       | 40                 | L.F.  | GDOT Thermoplastic Stop Bar, 24" Wide White   | \$ 10.00     | \$ 400.00    |
| 22       | 83                 | L.F.  | Split Rail Fencing (Complete including Removal of Existing Fencing, Install New 3-Rail Fencing, Concrete Line Post Bedding, etc.) | \$ 25.00     | \$ 2,075.00  |
| 23       | 0.1                | AC.   | Temporary Grassing of Disturbed Areas (Complete including Mulch, Fertilizer, Lime, Seed, etc)                                     | \$ 2,000.00  | \$ 200.00    |
| 24       | 0.1                | AC.   | Permanent Grassing of Disturbed Areas (Complete including Topsoil, Mulch, Fertilizer, Lime, Seed, etc)                            | \$ 5,000.00  | \$ 500.00    |
| 25       | 5                  | Tons  | GDOT Class "3" Rip-Rap Installed  | \$ 55.00     | \$ 275.00    |
| 26       | 1                  | L.S.  | Project Contingency Allowance (For Use by City Only)  | \$ 10,000.00 | \$ 10,000.00 |

| MEASURED/ ASSUMED | TOTAL PRICE          | CONTRACT DIFFERENCE |
|-------------------|----------------------|---------------------|
| 1                 | \$ 7,500.00          | \$ -                |
| 1                 | \$ 4,500.00          | \$ -                |
| 30                | \$ 150.00            | \$ -                |
| 1                 | \$ 28,000.00         | \$ -                |
| 160               | \$ 480.00            | \$ (1,164.00)       |
| 149               | \$ 8,195.00          | \$ 110.00           |
| 536               | \$ 8,040.00          | \$ 1,185.00         |
| 1370              | \$ 16,440.00         | \$ 120.00           |
| 129.95            | \$ 18,844.20         | \$ 2,459.20         |
| 341               | \$ 10,912.00         | \$ 320.00           |
| 1                 | \$ 650.00            | \$ -                |
| 284               | \$ 8,520.00          | \$ -                |
| 24                | \$ 840.00            | \$ 685.00           |
| 1                 | \$ 750.00            | \$ -                |
| 2                 | \$ 7,600.00          | \$ -                |
| 1                 | \$ 3,800.00          | \$ -                |
| 1                 | \$ 500.00            | \$ -                |
| 25                | \$ 500.00            | \$ -                |
| 1105              | \$ 1,768.00          | \$ (80.40)          |
| 1050              | \$ 1,680.00          | \$ (16.00)          |
| 31                | \$ 310.00            | \$ (90.00)          |
| 76                | \$ 1,900.00          | \$ (175.00)         |
| 0.1               | \$ 200.00            | \$ -                |
| 0.1               | \$ 500.00            | \$ -                |
| 0                 | \$ -                 | \$ (275.00)         |
| 0.7980            | \$ 7,980.00          | \$ (2,020.00)       |
|                   | <b>\$ 132,579.20</b> | <b>\$ 1,088.80</b>  |

**ORIGINAL CONTRACT AMOUNT \$ 139,470.40**

**ADDITIONAL ITEMS AS DIRECTED OR AGREED**

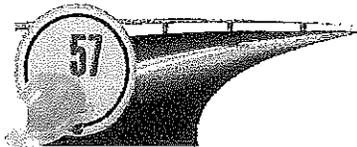
|   |     |      |   |             |
|---|-----|------|---|-------------|
| A | 1   | L.S. | Additional GAB Stone Per City Direction                   | \$ 2,000.00 |
| B | 2   | EA.  | Concrete Collar on Storm Sewer Piping                     | \$ 750.00   |
| C | 38  | Tons | #57 Stone Between Existing Water Main and New Storm Sewer | \$ 35.00    |
| D | 2.5 | Days | Request for Delay Due to Utility Conflict                 | \$ 1,000.00 |
| E | 65  | L.F. | 6" Header Curb @ Back of Sidewalk                         | \$ 10.00    |

|     |             |
|-----|-------------|
| 1   | \$ 2,000.00 |
| 2   | \$ 1,500.00 |
| 38  | \$ 1,330.00 |
| 2.5 | \$ 2,500.00 |
| 65  | \$ 650.00   |

**TOTAL ADDITIONAL WORK AS DIRECTED OR AGREED AND DEDUCTED FROM THE CONTINGENCY ALLOWANCE \$ 7,980.00**

**CURRENT TOTAL VALUE OF CONTRACT \$140,559.20**

**NET INCREASE IN CONTRACT VALUE \$ 1,088.80**



## Construction 57 Inc.

ROADWAYS . SITE UTILITIES . CONCRETE PAVING . GENERAL CONTRACTING

April 28, 2016

Mr. Kevin J. Walter P.E  
Director of Public Works  
City of Stockbridge Ga.

*C/O: G.A Skip Layton Jr.  
Director of Municipal Services  
Falcon Design Consultants LLC.*

Dear Sir,

Sub- Cost for delay days and exploratory digging.

I am writing this letter to request your approval for the sum of **\$2500.00** for the 2 ½ days of delay work and exploratory digging to locate the water main not included in the original drawing.

This is the cost for the entire crew to work on finding the water main and the engineering team to resolve the issue as agreed on site. It also includes the equipment and operational cost of the entire crew team

I look forward to your approval of this change order for the sum of Two Thousand Five Hundred Dollars only.

Thank you for the opportunity and the cooperation received to perform the sidewalk construction for the city.

Sincerely,

Olusegun A. Osho  
President  
Construction 57 Incorporated.