

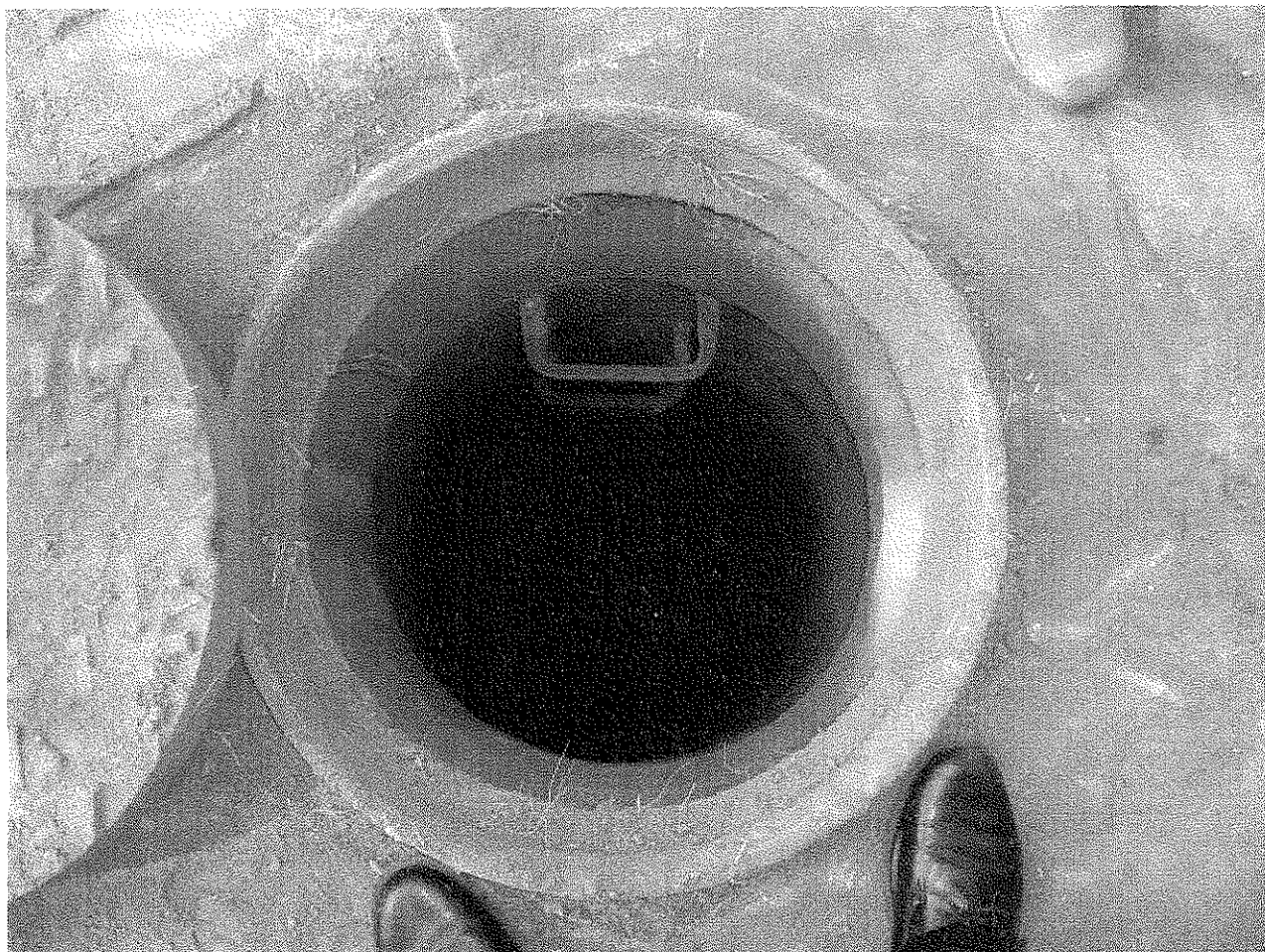
Barbara Livrone

To: Timothy Tieperman
Subject: RE: Palomino Farms Basin Silt Removal Change Order No. 4

From: Roy Rieder [mailto:rrieder@carrollengineering.com]
Sent: Thursday, October 21, 2010 10:28 AM
To: Timothy Tieperman
Cc: Dick Wieland
Subject: Palomino Farms Basin Silt Removal Change Order No. 4

A copy of the proposed Change Order No. 4 is attached for approval. This is for the supply of a new manhole frame and cover. The existing frame was to have been reused, but when the manhole was exposed, it was found to be embedded in a concrete slab and could not be salvaged for re-use. The amount of the changer order is \$637.37.

A picture of the embedded frame is attached.



Roy W. Rieder, P.E.
Carroll Engineering Corporation
949 Easton Road
Warrington, PA 18976
Phone: 215-343-5700 ext 247
Fax: 215-343-7947
rrieder@carrollengineering.com

CHANGE ORDER

No. : 004

DATE OF ISSUANCE October 27, 2010 EFFECTIVE DATE October 27, 2010

OWNER Warrington Township
 CONTRACTOR Albert Marine Construction, Inc.
 Contract: Palomino Farms Retention Basin Sediment Removal Project
 Project: Palomino Farms Retention Basin Sediment Removal Project
 OWNER's Contract No. _____ ENGINEER's Contract No. 10-6207
 ENGINEER Carroll Engineering Corporation

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

Description: Supply and install sanitary manhole frame and cover

Reason for Change Order: Original design called for existing frame and cover to be re-used. Upon exposure of the manhole, the frame and cover were found to be encased in a concrete slab and could not be salvaged.

Attachments: Contractor's price quotation

CHANGE IN CONTRACT PRICE:
Original Contract Price \$776,896.75
Net increase (decrease) from previous Change Orders: (\$45,138.16)
Contract Price prior to this Change Order: \$731,758.59
Net increase (decrease) of this Change Order: \$637.37
Contract Price with all approved Change Orders: \$732,395.96

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120 days (10/15/2010)</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. : Substantial Completion: <u>37</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>157 days (11/29/2010)</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0 Days</u> Ready for final payment: <u>Days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>157 days (11/29/2010)</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ ENGINEER (Authorized Signature)	By: _____ OWNER (Authorized Signature)	By: _____ CONTRACTOR (Authorized Signature)
Date: _____	Date: _____	Date: _____

EJCDC 1910-8-B (1996 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**Instalation of new Sewer frame and cover
Change order #3**

Item	Units	number	Unit Cost	Extended Total
SuppllerCost (see attached)	Each	1	\$558.00	\$558.00
<u>Labor Cost</u>				
Equipment Operator	hours		\$86.56	\$0.00
Labor	hours		\$69.14	\$0.00
<u>Equipment</u>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<u>Other</u>				
				\$0.00
				\$558.00
Bond Insurance		4%		\$22.32
Subtotal				<u>\$580.32</u>
Overhead		15%		<u>\$87.05</u>
Total				\$667.37

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted



Modern Precast-Ottsville Plant
 210 Durham Road
 P.O. Box 339
 Ottsville, PA 18942
 Phone: (610) 847-5112
 Fax: (610) 847-1048

Job Number: 10-5198

Order Date: 9/22/2010

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NATE

Bill to: ALBERT MARINE CONSTRUCTION	Project: MANHOLE RISERS
Contact: TED FAXON dredgelted@aol.com	WARRINGTON, PA
Phone: (732) 644-9287	Project Manager:
Customer ID: 0089099	Phone:
Terms: C.O.D.	Fax:
PO:	ShipVia: Unassigned
	Sales Rep: HOUSE ACCOUNT
	Bld Date:

Qty	Item	Description	Unit Price	TX	Extension
	Structure: <input type="checkbox"/> Other				
	Other				
1	EHD3024	2'-6" ID HEAVY DUTY CONCRETE EXTENSION-2'-0"H	\$158.00	<input checked="" type="checkbox"/>	\$158.00
1	HFC1230GB	EJ 1230 FRAME 4" H & PLAIN COVER, BOLTED, GASKETED	\$558.00	<input checked="" type="checkbox"/>	\$558.00
1	SB075	3/4" X 14'-6" BUTYL SEALANT ROLL	\$5.52	<input checked="" type="checkbox"/>	\$5.52
1	EWPAFRT	PA FREIGHT CHARGE	\$60.00	<input checked="" type="checkbox"/>	\$60.00
					\$781.81

Total Weight 1,380

Taxable	\$781.81
Non-Taxable	\$0.00
Sub Total	\$781.81
Tax	\$49.90
Total	\$831.71

1480APT/1480ZPT ASSEMBLY

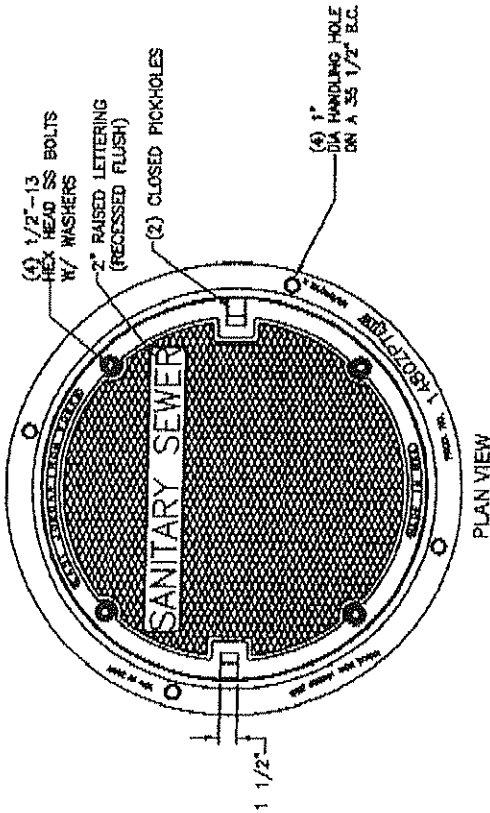
PRODUCT NUMBER
00148006

DESIGN FEATURES
MATERIALS

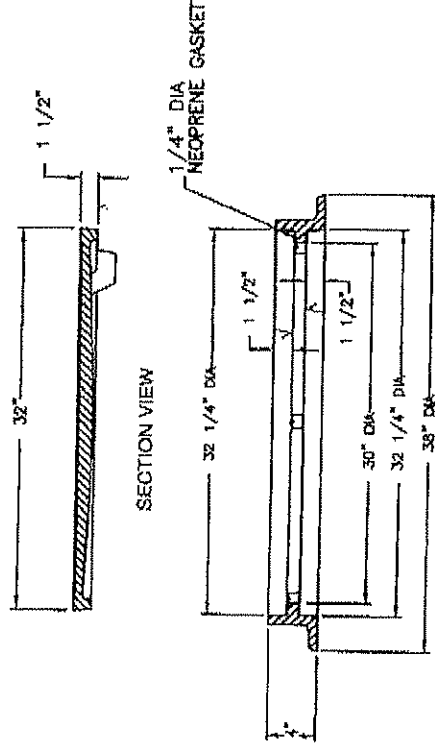
COVER-GRAY IRON
ASTM A48 CL35B
FRAME-GRAY IRON
ASTM A48 CL35B

DESIGN LOAD
HEAVY DUTY
COATING
DIPPED

✓ DESIGNATES MACHINED SURFACE



APPROVED



REFERENCE INFORMATION
00148018
00148234

DRAWING DETAILS
ORIGINAL DRAWING: HCB 01/15/04
REVISED BY: SBB 09/09/10

EJIW EASTJORDAN

Corporate Headquarters
301 Spring Street
PO Box 439
East Jordan, MI 49727-0439
800.874.4100



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*Weight (lbs./sq. ft.) dimensions in inches, mm, and drawings provided for your guidance.
*We reserve the right to modify specifications without prior notice.
*If controlled dimension.



MEMO

Warrington Township
852 Easton Road
Warrington PA 18976
(215) 343-9350

MEMO TO: Timothy Tieperman, Township Manager
FROM: Carolyn Hanel, CPRP *Carolyn Hanel*
Director of Admin. Services/Parks and Recreation
RE: **Sidewalk Maintenance Agreement Update**
DATE: October 22, 2010

I contacted Scott Kennedy, Director of Operations for the Central Bucks School District. Mr. Kennedy indicated that the school district was amenable to modifying the first sentence of item #4 Loss of Trees to read:

"The School District agrees that in the event any trees should die as a result of the construction activity undertaken by the School District as set forth herein, that it shall replace any trees that die within **two (2) years** of the completion of the installation of the sidewalk and/or storm sewer. "

I also asked Mr. Kennedy about the request to seal the driveways for the residents of Lower Barnes Road. He responded that the School District normally seals around any patch areas. He said that sealing the entire driveway for the residents, would need the approval of his Building and Grounds Committee.

Finally, I asked Mr. Kennedy to have the School District solicitor prepare an amended agreement with the change to item #4 included and forward that to the Township. We may have the amended document by the October 26 meeting, but it was not available for the meeting packets today.