



PROPOSED CHANGE ORDER REQUEST

Department of Watershed Management

Contract Name: Annual Water and Sewer Construction Contracts, Small and Large Diameter Pipe Date: 7/25/2022

Contractor: GS Construction, Inc. and SD & C, Inc.

Contract Number: 1063844 and 1063841 Contract Amendment Number: 7

Contract Amendment Category: Cost Schedule Scope Deliverables

Contract	Original Contract \$ Amount:	Contract Start Date:	Original Contract Days:(Term)	Original Contract End Date:
1063844	\$9,000,000.00	8/15/2017	381	8/31/2018
1063841	\$9,000,000.00	8/28/2017	368	8/31/2018
1063831	\$9,000,000.00	8/15/2017	381	8/31/2018
1068774	\$9,000,000.00	10/24/2017	372	10/31/2018

Contract	NTP Start Date:	Original Performance Days:	Original Performance End Date:
1063844	8/16/2017	365	8/31/2018
1063841	8/16/2017	365	8/31/2018
1063831	8/16/2017	365	8/31/2018
1068774	11/6/2017	365	10/31/2018

Contract	Previous Renewal:	Previous Time Extensions (Days):	Previous Changes to \$ Amount:
1063844	Renewal No. 1:	365	\$9,000,000.00
	Renewal No. 2:	365	\$11,000,000.00
1063841	Renewal No. 1:	365	\$9,000,000.00
	Renewal No. 2:	365	\$8,000,000.00
1063831	Renewal No. 1:	365	\$9,000,000.00
	Renewal No. 2:	365	\$8,000,000.00
1068774	Renewal No. 1:	365	\$9,000,000.00
	Renewal No. 2:	365	\$11,000,000.00

Contract	Previous Change Order:	Previous Time Extensions (Days):	Previous Changes to \$ Amount:
1063844	Change Order No. 1:	0	\$6,324,125.00
1063844	Change Order No. 2:	289	\$4,947,138.00
1063844	Change Order No. 3:	122	\$0.00
1063844	Change Order No. 4:	92	\$0.00
1063844	Change Order No. 5:	365	\$8,000,000.00
1063844	Change Order No. 6:	181	\$6,216,800.00
1063841	Change Order No. 1:	0	\$4,351,784.00
1063841	Change Order No. 2:	289	\$6,245,527.00
1063841	Change Order No. 3:	122	\$0.00
1063841	Change Order No. 4:	92	\$0.00
1063841	Change Order No. 5:	365	\$8,000,000.00
1063841	Change Order No. 6:	181	\$6,348,852.91

1063831	Change Order No. 1:	0	\$9,621,083.00
1063831	Change Order No. 2:	0	\$4,108,830.00
1063831	Change Order No. 3:	289	\$5,354,162.00
1063831	Change Order No. 4:	214	\$600,000.00
1063831	Change Order No. 5:	365	\$8,000,000.00
1068774	Change Order No. 1:	0	\$9,677,049.75
1068774	Change Order No. 2:	0	\$3,206,280.25
1068774	Change Order No. 3:	207	\$6,142,444.00
1068774	Change Order No. 4:	214	\$2,319,395.00
1068774	Change Order No. 5:	365	\$8,000,000.00

Contract	Current Contract Amount:	Current Performance Time (Days):	Current Performance End Date:
1063844	\$54,488,063.00	2144	6/30/2023
1063841	\$50,946,163.91	2144	6/30/2023
1063831	\$53,684,075.00	1963	12/31/2022
1068774	\$58,345,169.00	1881	12/31/2022

Description of Proposed Changes: Amendments/Change Orders No. 7 is being requested to provide approval from the Board of Commissioners for additional funds for contractors GS Construction, Inc. and SD&C, Inc. to complete the remaining scope for the North Shore and McClave watermain replacement projects.

Justification of Proposed Changes: Amendments/Change Orders No. 7 funding for the the above contractors to complete the watermain replacement projects for the North Shore and McClave projects. The additional funding will allow the County to continue work for emergency repairs and routine maintenance required to sustain DWM's water and sewer infrastructure until the new ITB has been awarded. The change order is also requesting the approval to add emergency scope to the SD&C, Inc. contract. See attachment for payment details for emergency scope.

Contract	Proposed Additional Performance Days:	Proposed Cumulative Performance Days:	Proposed Performance End Date:	Proposed Contract End Date:
1063844	0	2144	6/30/2023	6/30/2023
1063841	0	2144	6/30/2023	6/30/2023
1063831	0	1963	NA	NA
1068774	0	1881	NA	NA

Contract	Proposed Changes to Dollar Amount:	Proposed Cumulative Contract Amount:	Amount Spent To Date as of (4/26/22):
1063844	\$4,068,170.00	\$58,556,233.00	\$43,657,493.61
1063841	\$2,595,261.00	\$53,541,424.91	\$38,859,870.47
1063831	\$0.00	\$53,684,075.00	\$42,478,368.26
1068774	\$0.00	\$58,345,169.00	\$49,854,033.77

Describe Any Risk Associated With This Change: This request will allow for the replacement of waterlines to ensure sufficient water service to citizens and critical facilities in the area. DeKalb County will be at risk of not meeting the requirements of the Consent Decree for completing rehabilitation work.

Effect of NOT Approving This Change: The existing Annual Water and Sewer projects will expire if this change order is not approved and will leave the county without the necessary resources to complete water and sewer projects.

Engineering Manager's Approval:

- Accepted
- Rejected

Signature: Cassandra Marshall, PMP
Print Name: Cassandra Marshall
Date: 07/26/22

Digitally signed by Cassandra Marshall PMP
DN: cn=Cassandra Marshall PMP, email=Cassandra.Marshall@dekalbwater.com, o=DeKalb County, ou=DeKalb County, c=US

Watershed Director's Approval:

- Accepted
- Rejected

Signature: David Hayes
Print Name: David Hayes
Date: 7.26.2022

Digitally signed by David Hayes
Date: 2022.07.26 10:00:24 -0400

Chief Operating Officer's Approval:

- Accepted
- Rejected

Signature: *[Handwritten Signature]*
Print Name: Gregory L. Williams
Date: 7/27/22

Contract Name: Annual Water and Sewer Construction Contracts, Small and Large Diameter Pipe
Contractor: GS Construction, Inc. and SD & C, Inc.
Contract Number: 1063844 and 1063841
Contract Amendment Number: 7

Original Total Submitted

	SD&C	GC Construction	
McClave		\$6,126,800	
N. Shore	\$3,528,000		
Laterals	\$2,820,853		
Emergency			
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	\$6,348,853	\$6,126,800	\$12,475,653

New Total with additional

Balance of McClave		\$4,369,672.44	
Adjustment from original North Shore & Laterals	\$595,261		
Emergency	\$2,000,000		
Adjustment from original GS McClave		-\$301,502	
Total Requested for CO	\$2,595,261	\$4,068,170	
		\$6,663,431.13	

Additional Emergency Language

Contractor shall provide labor, equipment, and materials as needed to assist the County with the scope of work as determined by the County. The Contractor shall conduct repair operations using his own labor and equipment to the greatest extent. It will be the County's sole decision as to the extent of the repair and the total scope for each project. During the contract period, the Contractor shall maintain sufficient local presence and personnel, equipment, general construction-related supplies and materials to provide an effective, immediate response on a 24-hour-per-day, seven (7)-day-per-week basis to any such emergency that may arise. The Contractor will be required to respond to an emergency as declared by the County with Supervisory personnel on-site within 2 hours of notification and to have sufficient equipment and personnel to commence emergency repair operations within 4 hours of notification, **unless otherwise directed by the County.**

The Contractor shall provide the County with the names and emergency contact information for at least three (3) employees who are available for responding to emergencies and who have the authorization to commit the Contractor's labor, equipment, and material to the prosecution of the necessary repair work. Said emergency contacts will be located within 1 hour of any point within DeKalb County. Contractor will submit this information along with an address for the three (3) emergency contact employees

F. PAYMENT

All labor, materials, equipment, and subcontract work will be paid as shown per the attached bid schedule. There will be no percentage markup other than that stated in the Bid Pricing Schedule, and only for work applicable to the services as defined in the bid documents.

1. Labor: Charges for labor will only be paid for classifications engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics.

Rates for labor shall be billed at the certified payroll hourly rate with a multiplier of 2 for work during normal work hours of 7:00 a.m. until 7:00 p.m. After hours rate will be multiplied by 3 during after hours of 7:00 p.m. until 7:00 a.m., during weekends, and on holidays. Regular rates will apply during regular business hours (defined as M-F, 7 a.m.-7 p.m.).

The labor price wages shall include the actual costs paid to or on behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays, or on Saturdays and Sundays, shall be included in overtime and premium wage rates.

2. Equipment: For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below and listed in the Bid Pricing Schedule as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work.

The Contractor will be paid for the use of owned equipment based on an hourly rate, not exceeding the charges for such equipment set forth in the Blue Book Rental Rates for Construction Equipment (as published by Equipment Guidebook Company of Palo Alto, California). All equipment must be in good operating condition. The hourly rates paid for owned equipment, shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance.

If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid the actual cost of rented equipment, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the DeKalb County area for like equipment.

3. Compensation: The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and County's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.

No payment will be made for work performed on a repair until the Contractor furnishes the County itemized statements for the following items:

- a. **Labor:** Name, classification, date, daily hours, total hours, and extension of each laborer, and foreman.
- b. **Equipment:** Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate.
- c. **Materials:** Quantities of supplies and materials, including transportation cost and extensions in accordance with bid schedule unit pricing.
- d. Invoices for all work subcontracted and/or rental equipment.
- e. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent the actual cost in accordance with bid pricing schedule.

BID SCHEDULE

1. Mobilization / Demobilization - \$15,000 per each emergency repair
2. Materials – Not to Exceed 20% above actual cost
3. Owned Equipment – Not to Exceed 20% above actual cost or blue book rate
4. Rented Equipment – Not to Exceed 20% above actual cost or blue book rate
5. Sub-contracted Work – Not to Exceed 10% above actual cost