

**DOCUMENT 01 26 63**

**CHANGE ORDER**

NUMBER: 2

PROJECT: Paving and Water Main Improvements CCMG 22-2 – Camellia, White Oak, Beverly

DATE OF ISSUANCE: 9/5/2023

EFFECTIVE DATE: 9/5/2023

---

OWNER: Town of Munster

OWNER'S Contract No. MUNST 169149

CONTRACTOR: Milestone

ENGINEER: SEH of Indiana

---

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

Description: Storm Sewer Changes

ADD item Change Order No. 2 – Camellia Water Main Changes -- additional work

In the amount of \$27,080.00

Reason for Change Order:

Water main changes on Camellia Drive at Fran-Lin Parkway. Extend proposed 8" PVC water main approximately 130 feet west into Fran-Lin Parkway and move proposed water main connection approximately 130 feet west. Move proposed hydrant at 1904 Camellia Dr. approximately 300 feet west to 1824 Camellia Dr.

Attachments: (List documents supporting change)

Invoice from Milestone

Camellia Watermain Plan markup from Munster

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>1,496,049.60</u>	Substantial Completion: _____
	Ready for final payment: _____
	days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u>	Net changes from previous Change Orders No. <u>   </u> to No. <u>   </u>
\$ <u>144,959.52</u>	_____
	(days)
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>1,641,009.12</u>	Substantial Completion: _____
	Ready for final payment: _____
	days or dates
Net Increase ( <del>Decrease</del> ) of this Change Order	Net Increase (Decrease) of this Change Order
\$ <u>27,080.00</u>	_____
	(days)
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>1,668,089.12</u>	Substantial Completion: _____
	Ready for final payment: _____
	days or dates

RECOMMENDED:

By: K. Wenzel  
Engineer (Authorized Signature)

Date: 9/5/2023

APPROVED:

Town of Munster

By: \_\_\_\_\_  
Town Manager

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

ACCEPTED:

By: Cam A. K.  
Contractor (Authorized Signature)

Date: Sept. 6, 2023

**END OF SECTION**

ECI



**Milestone Contractors North, Inc.**  
 1700 E. Main St.  
 Griffith, IN 46319  
 Phone: (219) 924-5900  
 Fax: (219) 924-8768

**PROPOSAL**  
 (Contract Binding Upon Credit  
 Approval and Acceptance)

Date: August 23, 2023

**To:** S.E.H.  
**Attn:** Kim Wenzel  
**Area:**

**Project:** Camellia - Munster  
**Estimate No.** 23-8709  
**Estimator:** Greg Hoffman

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if: (1) not accepted within 14 days following the date hereof, and/or (2) the results of a credit check do not meet our internal credit approval standards. UPON TIMELY ACCEPTANCE AND CREDIT APPROVAL AS PROVIDED ABOVE, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

**Camellia Water Main Revision**

• MOT – Lump Sum .....	\$ 3,080.00
• Saw cut trench – Lump Sum .....	\$ 300.00
• Excavate trench and patch with asphalt – Lump Sum.....	\$ 4,200.00
• Adjust water main price – 130 LF @ \$150.00/LF .....	\$19,500.00
<b>Total: .....</b>	<b>\$27,080.00</b>

*Terms and conditions include those on reverse side and/or continuation sheet(s)*

**SUBMITTED** as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: Gregory A. Hoffman

Title: Senior Estimator

**CUSTOMER ACCEPTANCE:** This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

## Conditions and Clarifications / Special Provisions

1. Our price includes Indiana State Sales Tax.
2. Our price does not include:
  - a) Permits, testing or inspection fees;
  - b) Bonds; such as performance bonds, maintenance bonds, warranty bonds, etc.
  - c) Fees or assessment of any type;
  - d) Construction engineering or layout;
  - e) Saw cutting;
  - f) Traffic control or traffic control devices.
  - g) Building or removing any temporary ramps. We will require the General Contractor to provide their own people to work with us full time, at the GC's expense, to install and remove temporary ramps so that we can pave through the drive and street approaches. The GC is also to provide any cleaning required where temporary ramps are installed on the asphalt pavement.
3. Our price is based on no retainage being withheld. **(OR)** If project is delayed for the owner's convenience, Milestone will be due all retainage withheld for work that is completed.
4. All excavation, grading, including fine grading and compaction is by others. Subgrade is to be prepared on grade, compacted and approved by Owner/Architect/Engineer prior to placing compacted aggregate base or asphalt pavement. **(OR)** All excavation and rough grading is to be performed by others. Subgrade to be within +/- 0.1 ft of final grade and approved prior to fine grading.
5. The above prices are a package quote, please do not remove any items without calling for a revised quote.
6. We shall be provided with suitable access to our work area. If our work is dependent upon or must be under taken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation on a Monday thru Friday. (Holidays excluded)
7. If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
8. We cannot guarantee proper pavement drainage on slopes less than one percent.

## General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
  - a) Conforming to any original or updated scheduling that is has not been expressly approved by us beforehand in writing;
  - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
  - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
  - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed.
  - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
  - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
  - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
  - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience.
  - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.

