

# CHANGE ORDER REQUEST FORM

CONTRACT NO.

B-36229-A

DATE OF  
SUBMISSION

November 18, 2020

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	45 <sup>th</sup> Street and Calumet Avenue 0710056
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Underpass Reinforcement Escalation cost was incurred by the Contractor for deliveries beginning June 1, 2020.
PROPOSED SOLUTION SUMMARY	Contractor to be compensated for additional cost.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	June 1, 2020	CHANGE ORDER TYPE	104.03 Extra Work
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## PROPOSED COST AND TIME ADJUSTMENT

\$27,689.33

COST

COST INCREASE / (DECREASE):

\$

~~31,012.05~~

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☐ Labor ☒ Material ☐ Equipment ☐ Lease Agreement ☐ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

N/A

### CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

## SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

**B-36229-A****UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL**

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
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**DETAILED DESCRIPTION / JUSTIFICATION:**

*(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

Through various delays the project incurred, a portion of Underpass Reinforcement was not able to be delivered before June 1, 2020. Per the signed agreement with the reinforcement supplier, all materials delivered beginning June 1, 2020 will have an increased price of \$40/TN.

682.548TN was delivered between June 1, 2020 and August 9, 2020.

See attached for documentation supporting cost.

**PROPOSED SOLUTION – ADDITIONAL DETAILS:**

*(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

Contractor to be compensated for additional cost.

**SIGNATURE****Contractor:**Name: (print) Mike Herz(signature) \_\_\_\_\_ Date: November 18, 2020

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

**CONTRACT NO.**

**B-36229-A**

**ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

# WALSH CONSTRUCTION

## Extra Work Summary

Date: November 18, 2020

Project Number: B-36229-A

Project Name: 45th and Calumet

Title: Underpass Reinforcement Escalation Cost

Item Number	Description	Quantity	Unit	Unit Cost	Mark-up Rule	Mark-up Cost	Total Unit	Total Cost
	Underpass Reinforcement Escalation Cost	1	LS	\$27,301.92	<del>M</del>	<del>\$3,276.23</del>	<del>\$30,578.15</del>	<del>\$30,578.15</del>
					No markup allowed for material escalation			
				\$352.19		\$35.22	\$387.41	
	Bond and Insurance Cost (.0129%)	1	LS	<del>\$394.46</del>	<del>S1</del>	<del>\$39.45</del>	<del>\$433.90</del>	<del>\$433.90</del>
Total Extra Work =		1	LS					<del>\$31,012.05</del>

\$27,689.33

# Escalation Reconciliation

October 6, 2020 8:53:41 AM

Harris Rebar Ambassador Steel, trobertson

Sort by: Job No., Code

Page: 1

Filtered by: Cut-off Date: 10/01/20, Job No.: 03719094

Doc. No.	App No. / Release No.	Posting Date	Bill Thru Date	Bid Item	Item No.	Item Description	Quantity	Unit Rate	Escalation Amount
Job No.:	03719094	INDOT 45th Street Realignment							
Cust No.:	W10660	Walsh Construction Company II							

## EPOXY Beginning 6/1/20, \$40.00/Ton and every 3 months

Esc. UoM: TON

### ESCALATION BILLINGS

PSI380187A	3.00	06/10/20	06/10/20	ESC-REBAR-E	Beginning 6/1/20, \$40.00/Ton and every	228.175	40.00	9,126.98
PSI381502A	4.00	07/07/20	07/07/20	ESC-REBAR-E	Beginning 6/1/20, \$40.00/Ton and every	228.256	40.00	9,130.24
PSI383183A	5.00	08/09/20	08/09/20	ESC-REBAR-E	Beginning 6/1/20, \$40.00/Ton and every	226.118	40.00	9,044.70
Total Billed Escalation. . . . .						682.548		27,301.92

### SHIPMENTS

BL307785A	06/01/20	REBAR	EPOXY			22.573	40.00	902.92
BL307788A	06/01/20	REBAR	EPOXY			22.400	40.00	895.98
BL307976A	06/02/20	REBAR	EPOXY			21.723	40.00	868.90
BL307978A	06/02/20	REBAR	EPOXY			22.583	40.00	903.30
BL308326A	06/04/20	REBAR	EPOXY			23.147	40.00	925.88
BL308450A	06/05/20	REBAR	EPOXY			23.450	40.00	937.98
BL308687A	06/08/20	REBAR	EPOXY			23.696	40.00	947.82
BL308832A	06/09/20	REBAR	EPOXY			23.669	40.00	946.74
BL308886A	06/09/20	REBAR	EPOXY			21.685	40.00	867.40
BL309070A	06/10/20	REBAR	EPOXY			23.252	40.00	930.06
BL309867A	06/16/20	REBAR	EPOXY			23.394	40.00	935.74
BL309876A	06/16/20	REBAR	EPOXY			23.895	40.00	955.80
BL310138A	06/17/20	REBAR	EPOXY			20.199	40.00	807.94
BL310296A	06/18/20	REBAR	EPOXY			23.978	40.00	959.12
BL310307A	06/18/20	REBAR	EPOXY			23.104	40.00	924.14
BL310468A	06/19/20	REBAR	EPOXY			23.958	40.00	958.30
BL310470A	06/19/20	REBAR	EPOXY			12.259	40.00	490.36
BL310491A	06/19/20	REBAR	EPOXY			7.778	40.00	311.10
BL310592A	06/22/20	REBAR	EPOXY			21.166	40.00	846.64
BL311010A	06/29/20	REBAR	EPOXY			8.185	40.00	327.38
BL311011A	06/29/20	REBAR	EPOXY			17.316	40.00	692.64
BL311012A	06/29/20	REBAR	EPOXY			23.027	40.00	921.08
BL313369A	07/13/20	REBAR	EPOXY			23.037	40.00	921.48
BL313411A	07/13/20	REBAR	EPOXY			12.190	40.00	487.60
BL313420A	07/13/20	REBAR	EPOXY			8.626	40.00	345.04
BL313565A	07/14/20	REBAR	EPOXY			22.093	40.00	883.70
BL313742A	07/15/20	REBAR	EPOXY			23.951	40.00	958.04
BL313849A	07/16/20	REBAR	EPOXY			22.866	40.00	914.62
BL314605A	07/21/20	REBAR	EPOXY			22.659	40.00	906.34
BL314995A	07/23/20	REBAR	EPOXY			22.522	40.00	900.88
BL315238A	07/27/20	REBAR	EPOXY			22.357	40.00	894.26
BL315276A	07/27/20	REBAR	EPOXY			22.618	40.00	904.70
BL315629A	07/28/20	REBAR	EPOXY			16.014	40.00	640.54
BL316316A	08/03/20	REBAR	EPOXY			2.813	40.00	112.52
BL316574A	08/04/20	REBAR	EPOXY			4.375	40.00	174.98
Total Escalation for Shipments. . . . .						682.548		27,301.92

# Escalation Reconciliation

October 6, 2020 8:53:41 AM  
Harris Rebar Ambassador Steel, trobertson  
Page: 2

Sort by: Job No., Code

Filtered by: Cut-off Date: 10/01/20, Job No.: 03719094

Doc. No.	App No. / Release No.	Posting Date	Bill Thru Date	Bid Item	Item No.	Item Description	Quantity	Unit Rate	Escalation Amount
Totals for Job 03719094 INDOT 45th Street Realignment						Escalation Billed. . . . .			27,301.92
						Escalation Adjustments . . . . .			0.00
						Escalation for Shipments . . . . .			27,301.92
						Escalation Schedule is Over Billed by. . . . .			0.00



## EXHIBIT P

### Purchase Order Amendments

Walsh Construction Company II, LLC - Ambassador Steel Fabrication, LLC

**National Strength. Local Service.**

219042P02 - INDOT B-36229-A 45<sup>th</sup> Street Railroad Bridge

- Article 11.2, 1<sup>st</sup> Paragraph: In lines 4-5 strike “, all as determined by Buyer, except that ... [end of sentence]”
- Article 11.2, 3<sup>rd</sup> Paragraph: In line 2 after “entity associated with the Project” insert “and that directly involves Seller’s default, defective Work or claims of non-performance”
- Article 11.3, 1<sup>st</sup> Paragraph: In line 1 after “in the Buyer’s sole” insert “but reasonable and substantiated”
- Article 11.3, 1<sup>st</sup> Paragraph: In line 6 after “Seller is a party to such agreement or proceeding” insert “, but only if Seller is provided with a reasonable opportunity to participate in such agreement or proceeding”
- Article 11.3, 1<sup>st</sup> Paragraph: In line 7 after “or delay in a diligent manner” insert “to the extent Seller continues to receive payment for all undisputed Work”
- Article 11.3, 1<sup>st</sup> Paragraph: In lines 12-15 strike “received from Owner or third party on behalf ... [end of paragraph]” and replace with “awarded from Owner”
- Article 11.3, 2<sup>nd</sup> Paragraph: In lines 2-3 strike “after the Buyer adjusts the Seller’s Claim to an amount the Buyer determines is equitable and”
- Article 11.3, 2<sup>nd</sup> Paragraph: In lines 9-13 after “and other statutory-required bond rights” insert “except as necessary for Seller to preserve its rights” and strike the remainder of the paragraph
- Add to Article 11.3: “**Owner Related Disputes**” provision is limited to only claims and actions involving the Owner, or claims involving the Owner and other Subcontractors, Suppliers, insurance companies or sureties.

#### Article 13

- Article 13.1, 1<sup>st</sup> Paragraph: In lines 2-3 strike “Dimensions given on the drawings and the specifications ... [end of sentence]”
- Article 13.1, 2<sup>nd</sup> Paragraph: In lines 2-4 strike “Any error, ambiguity, inconsistency or omissions therein ... [end of paragraph]”
- Article 13.3: In lines 1-4 strike “In the event of a conflict between or among modifications to ... [end of sentence]” and replace with “In the event of a conflict between or among the terms of this Agreement and any Contract Documents, this Agreement shall govern. In the event of a conflict between or among the Contract Documents regarding the quality or quantity of Seller’s Work or applicable notice provisions, the higher standard or greater requirement shall govern.”

## EXHIBIT B

### Scope of Work Clarifications

- Strike Line 2 and replace with “Prices are firm for materials delivered by 05/31/2020. Beginning 06/01/2020 add \$40 per ton and then an additional \$40 per ton every (3) months cumulatively for all material delivered thereafter.”
- Strike Line 9 and replace with “The Seller shall fabricate and deliver the reinforcing materials per the mutually agreed upon delivery schedules.”
- Insert:
  - “11 Pricing includes delivery with (2) hours for Contractor to unload. Demurrage may be charged at \$150 per hour beyond (2) hours.”
  - “13 Pricing is based on full truck load quantities (36,000 lbs). All deliveries that fall short of this that are requested by Buyer are subject to an additional freight charge. Any deliveries requested outside delivery times (Monday-Friday 6am - 3pm), excluding holidays are subject to an additional charge. All returned/cancelled deliveries are subject to a re-delivery fee to be determined at the time of re-shipment. Trailers will not be dropped at jobsite unless mutually agreed upon at time of sale.”

### Specific Exclusions

- Insert:
  - “1 Field labor and all onsite responsibilities and obligations as not applicable to Seller’s scope of work as a material supplier with no onsite presence beyond simple delivery of material (and excluding hoisting and unloading).”
  - “2 #14 or #18 bar size U.N.O.”
  - “3 A706 weldable bars and welding; galvanized bars; welded wire mesh and mesh supports; headed rebar; threaded bars for beam inserts; mechanical bar splicers; spirals; threaded tie bars; any and all lighting foundation reinforcing per bid item 021; and bar supports for substructure”
  - “4 Design, engineering and related professional responsibilities”
  - “5 BIM related project management and 3D modeling”
  - “6 Night deliveries”
  - “7 Detailing and shop drawings; Seller will provide a simple sketch for standees”
  - “8 Any applicable state or county sales tax or fees”
  - “9 Multiple stops per load”
  - “10 Bonds”

## EXHIBIT C

- Append this Exhibit with “Drawings 1-15 titled “080892.01+052119+PLA Shoofly SOE Plan Set” received on 07/26/2019 were used for the deadman wall.”

DS  
CD Bk