

ORDINANCE NO. 99-140

**AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$93,460.00 TO INCREASE THE CONTRACT OF UNITED PAINTING COMPANY, INC. FOR THE SNIDER ROAD AND BETHANY ROAD WATER TOWER REHABILITATION**

WHEREAS, a contract was entered into with United Painting Company, Inc. under Ordinance No. 98-33 authorizing the expenditure of \$741,900.00 for the Snider Road and Bethany Road Water Tower Rehabilitation; and

WHEREAS, a change order to increase the amount of the contract in the amount of \$93,460.00 to properly complete the project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members thereto concurring:

Section 1. That the City Manager is hereby authorized to approve a change order to increase the contract of United Painting Company, Inc. in the amount of \$93,460.00 as more particularly described on the attached Exhibit "A".

Section 2. That the Finance Director is hereby authorized to pay to United Painting Company, Inc. a sum not to exceed \$93,460.00 for said change order as set forth on the attached Exhibit "A".

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of September, 1999.

  
\_\_\_\_\_

Mayor

Attest:

  
\_\_\_\_\_

Clerk of Council

8/23/99

## CHANGE ORDER

Change Order No. 1

**Project:** Rehabilitation of the 500,000 Gallon Snider Road  
Hydropillar Water Storage Tank

**Owner:** City of Mason, Ohio

**Contractor:** United Painting Company, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS

1. Modify Pay Item No.4 (Tank Interior (Dry Zone 1), Abrasive Blasting, Surface Preparation and Coating) to the Contract to include the provision of all labor, materials and equipment necessary to properly prepare and coat the Interior Dry Zone 2 above the condensate ceiling as specified in section 09900 of the Contract Documents. This also includes insulation of the inlet pipe as specified. Modification of this pay item shall result in an additional cost to the Owner of \$28,500.00.

### Justification

1. The bid form on page P-4 of the Contract Documents listed Pay Item No. 4 as "Tank Interior (Dry Zone 1), Abrasive Blasting, Surface Preparation and Coating" and did not indicate work to be performed in Interior Dry Zone 2 as specified in Section 0990 of the Contract Documents and the Schedules. Therefore, the price submitted by the Contractor was for work to be performed in Dry Zone 1 only.


### Change to Contract Price:

Original Contract Price:	\$ 375,200.00
Change in Contract Price due to Change Order No. 1:	<u>\$ 28,500.00</u>
New Contract Price including Change Order No. 1 :	\$ 403,700.00

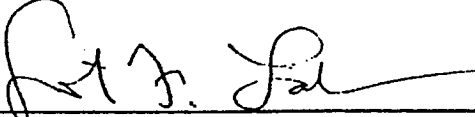
Change Order No. 1  
(Continued)

The Contract Time shall not change as a result of this Change Order.

Approvals:

Requested by:   9/15/98  
Contractor Date  
United Painting Company, Inc.

Reviewed by: Robert E. Devitt 9/15/98  
Resident Representative Date  
BBS Corporation

Accepted by:  9/6/98  
Mason City Manager Date

## CHANGE ORDER

Change Order No. 2

**Project:** Rehabilitation of the 500,000 Gallon Snider Road  
Hydropillar Water Storage Tank

**Owner:** City of Mason, Ohio

**Contractor:** United Painting Company, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS

1. Modify Pay Item No. 14 (Asphaltic Concrete Pavement) of the Contract to increase the estimated quantity or area from 100 square yards to 285 square yards. Modification of this pay item shall result in an additional cost to the Owner of \$14,800.00.
2. Delete Pay Item Nos. 8a, b and c (Pit, Seam Welding and Flush Plating) of the Contract which provide for miscellaneous pit and seam welding and flush plating on the tank structure. Deletion of these pay items will result in a credit to the Owner of \$1,000.00.

### **Justification**

1. The Contract Documents specify the replacement of the existing access drive to the tank with a concrete roadway (Reference Figure No.2 of the Contract Documents.). This item was not included as a pay item on the bid form (Page P-4 of the Contract Documents) and therefore was not included in the price submitted by the Contractor. The access drive was installed with asphaltic concrete pavement at the unit price submitted by the Contractor for pay item 14. Including the access roadway with the tank site pavement increases the total quantity installed from 100 square yards to 285 square yards.
2. The Contract Documents specify and allow for miscellaneous pit and seam welding as well as flush plating with butt welds where designated. Upon inspection of the structure's substrate prior to and following abrasive blasting, it was found that repairs were not necessary.

Change Order No. 2  
(Continued)

**Change to Contract Price:**

Original Contract Price:	\$375,200.00
Change in Contract Price due to Change Order No. 1:	\$ 28,500.00
Change in Contract Price due to Change Order No. 2:	<u>\$ 13,800.00</u>
New Contract Price including Change Order Nos. 1 and 2:	\$417,500.00

The Contract Time shall not change as a result of this Change Order.

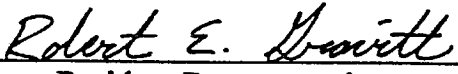
**Approvals:**

Requested by:

  
\_\_\_\_\_  
Contractor  
United Painting Company, Inc.

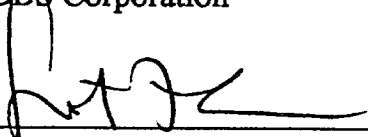
10/16/98  
Date

Reviewed by:

  
\_\_\_\_\_  
Resident Representative  
BBS Corporation

10/16/98  
Date

Accepted by:

  
\_\_\_\_\_  
Mason City Manager

11/5/98  
Date

## CHANGE ORDER

Change Order No. 1

**Project:** Rehabilitation of the 750,000 Gallon Bethany Road  
Water Storage Tank

**Owner:** City of Mason, Ohio

**Contractor:** United Painting Company, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS

1. Modify Pay Item No. 2A (Tank Exterior, Containment, Abrasive Blasting, Surface Preparation, Coating and Lettering) of the Contract to include the provision of all labor, materials and equipment necessary to increase the size of the tank lettering insignia to approximately double the specified size. Also included is the placement of the insignia and lettering at four locations on the structure, rather than two as specified. Modification of this pay item shall result in an additional cost to the Owner of (\$2,000.00).
2. Delete Pay Item Nos. 8a and 8b (Pit and Seam Welding) of the Contract which provide for miscellaneous pit and seam welding on the tank structure. Deletion of these pay items will result in a credit to the Owner of (\$800.00).
3. Modify Pay Item No. 9 (Interior Wet Area Ladders with Safety Climbs and Ladder-Up Safety Posts...) of the Contract to exclude the specified interior wet area ladder and safety climb extending from the interior torus floor to the roof access hatch. The specified ladder-up safety post to be located at the roof access hatch shall also be excluded. Also included in this item is the change of the replacement interior wet area ladder accessing the exterior balcony from the specified fixed ladder configuration to an individual step system. The specified safety climb was deleted from the balcony access. Modification of this pay item shall result in a credit to the Owner of (\$3,400.00).
4. Modify Pay Item No. 12 (Concrete Buffer and Catch Basins) of the Contract to delete the installation of concrete buffers around the water tank wet riser, vault and leg support piers. Modification of this pay item shall result in a credit to the Owner of (\$3,240.00).

Change Order No. 1  
(Continued)

5. Modify Pay Item No. 14 (Asphaltic Concrete Pavement) of the Contract to increase the area of pavement from the estimated 100 square yards to 870 square yards. This increase in area shall include the areas of the specified concrete buffers and the extended area to be paved as directed by the City of Mason. The unit price submitted by the contractor for this pay item shall apply to this additional area of pavement. Modification of this pay item shall result in an additional cost to the Owner of (\$61,600.00).
6. Deletion of Pay Item No. 18 (Miscellaneous Repairs as Approved by the Owner and Engineer). Deletion of this pay item shall result in a credit to the Owner of (\$5,000.00).

**Justification**

1. The Contract Documents specify the application of an insignia and lettering representing the City of Mason on two locations of the water tank. The City requested that the specified insignia be doubled in size. The change in the size of the insignia required that the specified text "City of Mason" be moved from below the insignia, as specified, to locations on the tank 90 degrees from the original position. This change results in lettering being located on four sides of the tank, rather than two as specified.
2. The Contract Documents specify and allow for miscellaneous pit and seam welding where designated and required on the structure. Upon inspection of the structure's substrate prior to and following abrasive blasting, it was found that repairs were not necessary.
3. The Contract Documents specify the replacement of the two existing interior wet area ladders extending from the floor to the roof and balcony accesses. The new floor to roof ladder was deleted, and the new floor to balcony ladder was modified due to the potential for damage to the structures as a result of ice accumulation during the winter months. Access to the interior wet area is maintained by the wet riser and balcony access ladders. Roof access is maintained by the now fixed exterior ladder extending from the balcony to the roof vent. The specified stainless steel safety climb systems were also deleted as a result of the change in the interior wet area ladders.
4. The Contract Documents specify the installation of concrete buffers around the water tank's wet riser and leg concrete piers. The intention of the specified buffers is to protect the exterior coating system from debris resulting from ground maintenance equipment. The inclusion of the specified asphaltic concrete pavement in this contract reduces the potential for damage from ground maintenance activities. Therefore, the areas originally specified to receive concrete buffers shall receive asphaltic pavement. This change results in the quantity of concrete installed decreasing from the estimated 15 cubic yards as specified, to 9 cubic yards.

Change Order No. 1  
(Continued)

5. The Contract Documents specify the installation of asphaltic concrete pavement to all areas within the perimeter of the tank legs. City representatives directed the contractor to increase this area and pave all areas within the site fencing. Additional pavement was also used in the replacement of the specified concrete buffers. The price submitted for this pay item was on a per unit installed basis. The quantity of asphaltic pavement installed increased from the estimated 100 square yards as specified, to 870 square yards.
6. The Contract Documents specify and allow for the performance of miscellaneous repairs as approved by the Owner and Engineer. Throughout the performance of the rehabilitation project, no additional miscellaneous repairs were required.

**Change to Contract Price:**

Original Contract Price:	\$366,700.00	
Change in Contract Price due to Change Order No. 1:	<del>\$51,600.00</del>	\$1,160 RES
New Contract Price including Change Order No. 1:	\$417,860.00	OK


The Contract Time shall not change as a result of this Change Order.



Change Order No. 1  
(Continued)

**Approvals:**

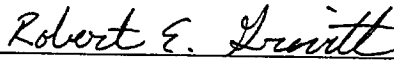
Requested by:

 7/20/99

Contractor  
United Painting Company, Inc.

Date


Reviewed by:

 7/20

Resident Representative  
BBS Corporation

Date

Accepted by:



Mason City Manager

Date