

To: Mayor and City Council

Cc: Gregg Mandsager, City Administrator  
Brian Stineman, Public Works Director

From: Kristy Korpi, Solid Waste Manager

Date: Tuesday, October 31, 2017

Re: Request for approval of Change Order #3 for Landfill Cell #5 Construction

Introduction: A request was presented and approved by the City Council on October 19, 2017 for the purchase of a Skrim Cap (Rainshed Cover) for Cell #5. This quote for the Skrim Cap included the purchase of the cap and the installation of the cap, not to exceed \$34,000.00.

Additional earth work needs to be completed for the installation of the Skrim Cap installation. The cap will cover approximately 1.3 acres of the 2.4 acre Cell #5. Berms of sand need to be built on top of the one foot of drainage sand to divert stormwater. This requires purchase and placement of additional sand. Barker Lemar Engineering estimates 871.2 tons x \$20.00 per ton = \$17,424.00. An anchor trench also needs to be excavated at the top of the cell for the Skrim rain cover. Barker Lemar estimates 390 feet x \$8.00 per foot = \$3120.00. Bid item #33 was used for the sand berm cost estimate and the anchor trench would be an addition to Bid item #18.

One additional safety item has been added to this change order. A two foot tall safety berm is desired on the east side of the top haul road. This \$777.00 berm is designed to stop a truck from sliding down the entire slope of the hill. Essential safety "equipment" for winter conditions. Bid item #22 was used for berm construction.

Recommendation: Staff recommends we proceed with Barker Lemar's recommendation to proceed with additional work to complete Skrim Cap installation requirement and the creation of a berm on the east side of the top haul road for truck safety during winter weather.

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Arthur Schwartz, Esq.  
General Counsel  
National Society of Professional Engineers  
1420 King Street  
Alexandria, VA 22314

Phone: (703) 684-2845  
Fax: (703) 836-4875  
e-mail: [aschwartz@nspe.org](mailto:aschwartz@nspe.org)

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### Change Order No. 3

Date of Issuance: September 18, 2017

Effective Date: October 31, 2017

Project: Phase 5 Cell and Lagoon Construction	Owner: Muscatine County Sanitary Landfill	Owner's Contract No.:
Contract: Phase 5 Cell and Lagoon Construction		Date of Contract: July 9, 2017
Contractor: Rittmer, Inc.		Engineer's Project No.: MCSWA.17007

#### **The Contract Documents are modified as follows upon execution of this Change Order:**

##### **Description:**

The owner has opted to install a SKRIM rain cover on approximately 1.3 acres of the constructed Cell 5. Berms of sand will need to be built of top of the 1 foot of drainage sand to divert stormwater, which requires purchase and placement of additional sand. In addition, a 2 foot tall safety berm is desired on the east side of the top haul road. Bid Item # 33 was used for the sand berm cost estimate and Bid Item # 22 was used for the berm construction. See attached Figure 1 for locations and dimensions of the berms. Lastly, 390 feet of anchor trench will need to be excavated at the top of the cell for the SKRIM rain cover anchor trench (Addition to Bid Item #18).

##### **Attachments (list documents supporting change):**

Figure 1

#### **CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 622,608

Increase from previously approved Change Orders:

\$ 10,668 (Change Order #1 and #2)

Contract Price prior to this Change Order:

\$ 633,276

Increase this Change Order:

Sand Berms- 871.2 tons x \$20.00/ton = \$17,424

Soil Berm- 77.7yd<sup>3</sup> x \$10/ yd<sup>3</sup> = \$777

Anchor Trench - 390 ft x \$8/ft = \$3,120

Total = \$21,321

Contract Price incorporating this Change Order:

\$654,597

#### **CHANGE IN CONTRACT TIMES:**

Original Contract Times: ☒ Working days ☐ Calendar days  
Substantial completion (working days): 60

Increase from previously approved Change Orders:

Substantial completion (working days): Not Applicable

Contract Times prior to this Change Order:

Substantial completion (working days): 60

Increase of this Change Order:

Substantial completion (working days): 0

Contract Times with all approved Change Orders:

Substantial completion (working days): 60

**RECOMMENDED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

# **Change Order**

## **Instructions**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

