

**CONTRACT CHANGE ORDER FORM
CHANGE ORDER # 06 & Partial**

Project: **Moser Tower Rehabilitation 2021**
StruxC-MC LLC
2300 West Diversey Av
Chicago, IL 60647

Bid No.: **21-149**

CIP No. **PA-048, PA-050**

P.O. No.: **2158**

Change Order Justification:

The amount of this change order, inclusive of previously approved changes, exceeds the original contract amount by **\$51,875.40, 2.48%** and by 0 days.

This change order is requests additional dollars to pay for additional concrete overlay on Entry Level 1 within the tower to provide pitch and transitions in two areas found to have differentials and standing water concerns.

I, **Chris Nichols**, of Transportation, Engineering and Development, certify that this work is necessary for successful completion of this work/project/contract. I further certify that: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract as signed, or the change order is in the best interest of the City and authorized by law.

Account Number	Project Number	Work Order #	Dollar Amount
30292300-551500	PA-048		\$5,676.00
30292200-551502	PA-050		\$0.00

Contract	
Original Contract	\$2,092,152.00
Prior Cumulative Changes	\$46,199.40
Subtotal	\$2,138,351.40
(+) This Change	\$5,676.00
Total Contract	\$2,144,027.40

Authorized Contingency	Days	Dollars
Original Amount	29	\$62,764.56
(-)Previously Authorized	330	\$46,199.40
Subtotal	00	\$16,565.16
(-) This Change	00	\$5,676.00
Balance Left	00	\$10,889.16

Authorized Signatures
(cumulative amount of change orders)
Division and Department Required
\$0 - \$25,000 - Purchasing Manager
Over \$25,000 - City Manager

APPROVED:	
Signature	Date
Title: _____	

Requisition Number: _____

Engineering Manager/Deputy City Engineer Date

- Requires CMO Signature
 DOES NOT Require CMO Signature

Cc: Project File/ Contractor/P.O. File (Org. waivers Attached)/Finance/Tissue

CN

P:\Data\Teams\MIPCIP\Pavement\XXSeason\.....

CITY OF NAPERVILLE
DEPARTMENT OF TRANSPORTATION & ENGINEERING
AUTHORIZATION OF CONTRACT CHANGES

- Involving Change in Length of Section or Design
- Not Involving Change in Length of Section or Design

County: **DuPage**
 Bid No.: **21-149**
 P.O. No.: **2158**
 Project: **Moser Tower Rehabilitation 2021**

To: Mr. Constantine Fourlas
 Contractor: **StruxC-MC LLC**
 Address: **2300 West Diversey Av**
Chicago, IL 60647

CIP No.: **PA-048, PA-050**
 Date: **06/30/22**

Authorization No. 06 & P

Gentlemen:

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract unit prices except where indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk (*).

ITEM NO	*	ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT PRICE	ADDITION	DEDUCTION
1		Work Defined on Sheets S-1 to S-23	DOL	5,676.000	\$1.000	\$5,676.000
2		Additional Clean and Paint Steel (as identified by engineer)	SQ FT	0.000	\$0.000	
3		Additional Pressure washing Steel (as defined by engineer)	SQ FT	0.000	\$2.000	
4		Additional Crack Repair - CR1 (as identified by engineer)	SQ FT	0.000	\$65.000	
5		Additional Crack Repair - CR2 (as identified by engineer)	SQ FT	0.000	\$410.000	
6		Additional Mortar Joint Replacement (as identified by engineer)	LF	0.000	\$19.000	
7		Additional Sealant Replacement (as identified by engineer)	LF	0.000	\$16.500	
8		Work Defined on Sheets A-301 to A-303	DOL	0.000	\$1.000	
9		Piers	EA	0.000	\$2,500.000	
10		Seatwalls	LF	0.000	\$268.290	
11		Monument Piers	EA	0.000	\$7,500.000	
12		At-grade pavers	SQ FT	0.000	\$50.000	
13		Pedestal Pavers	SQ FT	0.000	\$32.000	
14		Stail Railing	LF	0.000	\$312.000	
15		Guardrail	LF	0.000	\$125.000	
16		Screening fence	LF	0.000	\$110.000	
17		Planters	EA	0.000	\$3,000.000	
18		Relocate existing bench	EA	0.000	\$750.000	
19		Relocate existing trash can	EA	0.000	\$750.000	
20		Relocate existing plaque	EA	0.000	\$2,500.000	
21		Shrub - Cornus Sericera 'Farrow' (Artic Fire Redtwig Dogwood)	EA	0.000	\$110.000	
22		Shrub - Fothergilla X intermedia 'Blue Shadow' (Blue Shadow Fothergilla)	EA	0.000	\$146.000	
23		Shrub - Fothergilla gardenia (Dwarf Fothergilla)	EA	0.000	\$141.000	
24		Shrub - Hydrangea quercifolia 'Ruby Slippers' (Oakleaf Hydrangea)	EA	0.000	\$111.000	
25		Shrub - Viburnum dentatum 'Synnesvedt' (Chicago Lustre Viburnum)	EA	0.000	\$115.000	
Sub Totals					\$5,676.000	\$0.000

CITY OF NAPERVILLE
DEPARTMENT OF TRANSPORTATION & ENGINEERING
AUTHORIZATION OF CONTRACT CHANGES

- Involving Change in Length of Section or Design
- Not Involving Change in Length of Section or Design

County: **DuPage**
 Bid No.: **21-149**
 P.O. No.: **2158**
 Project: **Moser Tower Rehabilitation 2021**

To: Mr. Constantine Fourlas
 Contractor: **StruxC-MC LLC**
 Address: **2300 West Diversey Av**
Chicago, IL 60647

CIP No.: **PA-048, PA-050**
 Date: **06/30/22**

Authorization No. 06 & P

Gentlemen:

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract unit prices except where indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk (*).

ITEM NO.	*	ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT PRICE	ADDITION	DEDUCTION
26		Shrub - Rhododendron 'Karen' (Karen Azalea) EA	0.000	\$100.000		
29		Ornamental Grass - sesieria autumnalis (Autumn Moor Grass) EA	0.000	\$21.000		
30		Perennial - Allium ' Summer Beauty' (Summer Beauty Onion) EA	0.000	\$20.000		
31		Perennial - Carex morrowill 'Ice Dance' (Ice Dance Sedge) EA	0.000	\$21.000		
32		Perennial - hosta 'Fragrant Bouquet' (Fragrant Bouquet Hosta) EA	0.000	\$22.000		
33		Perennial - Hosta 'Hadspen Blue' (Hadspen Blue Hosta) EA	0.000	\$23.000		
34		Perennial - Mertensia virginica (Virginia Bluebells) EA	0.000	\$22.000		
35		Perennial - Phlox 'Forever Pink' (Forever Pink Phlox) EA	0.000	\$23.000		
36		Shredded Hardwood Mulch CY	0.000	\$22.000		
37		Turf Seed & Erosion Control Blanket AC	0.000	\$25,000.000		
38		Alternate Bid #1 - Eagle Street Bridge Rehabilitation - Beam Removal and Replacement LS	0.000	\$1.000		
39		Alternate Bid #2 - Eagle Street Bridge Rehabilitation - Beam Removal (Sheets ES1, ES5) LS	0.000	\$0.000		
40	*	Disconnect and Remove Light Poles EA	0.000	\$1,400.000		
41		0 0	0.000	\$0.000		
42		0 0	0.000	\$0.000		
43		0 0	0.000	\$0.000		
44		0 0	0.000	\$0.000		
45		0 0	0.000	\$0.000		
46		0 0	0.000	\$0.000		
47		0 0	0.000	\$0.000		
48		0 0	0.000	\$0.000		
49		0 0	0.000	\$0.000		
50		0 0	0.000	\$0.000		
51		0 0	0.000	\$0.000		
52		0 0	0.000	\$0.000		
Sub Totals					\$0.000	\$0.000

CITY OF NAPERVILLE
DEPARTMENT OF TRANSPORTATION & ENGINEERING
AUTHORIZATION OF CONTRACT CHANGES

- Involving Change in Length of Section or Design
- Not Involving Change in Length of Section or Design

County: **DuPage**
 Bid No.: **21-149**
 P.O. No.: **2158**
 Project: **Moser Tower Rehabilitation 2021**

To: Mr. Constantine Furlas
 Contractor: **StruxC-MC LLC**
 Address: **2300 West Diversey Av**
Chicago, IL 60647

CIP No.: **PA-048, PA-050**
 Date: **06/30/22**

Authorization No. 06 & P

Gentlemen:

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract unit prices except where indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk (*).

ITEM NO.	*	ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT PRICE	ADDITION	DEDUCTION
53		0	0	0.000	\$0.000	
54		0	0	0.000	\$0.000	
55		0	0	0.000	\$0.000	
Amount of original contract :				\$2,092,152.00	Totals	\$5,676.000
Net change to date \$51,875.40, % of contract price = 2.48%					Net Change	\$5,676.000
						\$0.000

Approved _____, 2022
 Construction Engineering Inspector

Approved _____, 2022
 Project Engineer

Approved _____, 2022
 Engineering Manager/Deputy City Engineer

Very truly yours,

 City Manager
 Approved _____, 2022



STRUXC-MC

CONSTRUCTION CHANGE ORDER REQUEST

COR # 6

Project name: Moser Tower Rehabilitation
 Location: 443 Aurora Ave., Naperville, IL 60540
 Contract for: Moser Tower Rehabilitation
 Date of Original Contract: May 19, 2021
 Date of this Change Order: June 22, 2022

Attn: William Novack
 630-420-6704

The above contract between the Owner and General Contractor is changed as follows:

Description

Complete the concrete overlay to provide the pitch and transition for the existing concrete level difference at Entry level 1	\$4,730.00
<hr/>	
Subtotal	\$4,730.00
OH & Profit	\$946.00
Total CO	\$5,676.00

Original Contract amount	\$2,092,152.00
Previous changes	\$46,199.40
Previous Contract total	\$2,138,351.40
AMOUNT OF THIS CHANGE	\$5,676.00
Revised Contract	\$2,144,027.40

The Contract time is extended as follows:
The revised Completion Date is

Contractor is authorized and directed to proceed with the above work upon receipt of this Change Order unless other direction has given in writing

StruxC-MC LLC.

By
 Date: 6/27/22

Engineering Resource Associates, Inc.

By
 Date: 6/24/22

City of Naperville

By
 Date: 6/23/22



Allied Waterproofing, Inc.

520 Executive Drive • Willowbrook, IL 60527
(630) 654-9700 Phone

June 20, 2022

Mr. Bahubali Patel
Structures Construction
2300 W. Diversey Ave.
Chicago, IL 60647

Cell: 224.656.0035
Email: bk@struxc.com

Proposal: Moser Tower -Concrete Pitching

Dear BK:

I am pleased to provide a proposal to complete the work we discussed on the phone yesterday. Following is a summary of the work to be completed in this area:

1. Mobilize equipment and materials to the jobsite.
2. Prepare the surface by hand-grinding concrete.
3. Vacuum or clean the surface using compressed air.
4. Place and finish MasterEmaco T1060 to level the area.
5. De-mobilize equipment and materials from the site.

The installed price for this work is \$ **4,730.00**. Payment terms are net due upon completion. A finance charge of 1.5% per month may be charged on past due invoices.

When you are ready to proceed, please indicate your acceptance by signing on page three (3) and returning this document to my attention.

Sincerely,

Bill Leonhard
Allied Waterproofing



SEALANT, WATERPROOFING &
RESTORATION INSTITUTE
Past President



INTERNATIONAL
CONCRETE REPAIR
INSTITUTE

General Terms and Conditions

1. "Customer" shall refer to the party for whom Allied Waterproofing, Inc. (A.W.I.) is rendering its services. "Job Site" shall refer to the work location area in which A.W.I. services are being performed. "Others" refers to anyone other than an employee of A.W.I. "Extra Charges" refers to any work outside the work as specified in our proposal or additional work/expense incurred as a result of conditions or the actions of others that affects our ability to work in accordance with our proposal and will be covered with a written change order.
2. Any proposal or quotation received by the customer is based upon site conditions as of the proposal date. Any changes in the job site conditions may result in extra charges, which may include travel time. The customer is responsible for full disclosure of all job site conditions.
3. Any contract offered to AWI must include all of the specified items and conditions.
4. Customer's signature constitutes full acceptance and agreement to indicated items and conditions.
5. Any changes or deletions to this document must be agreed to in writing by an authorized representative of AWI prior to the commencement of work. Changes may delay start date and may result in extra charges.
6. Scheduling and the proposed installed price are based upon an eight (8) hour work day at straight time. Scheduling changes by the customer may result in an increase to the specified contract amount.
7. The customer shall schedule any operations, production, workers or other contractors/trades to be out of the work area for a sufficient period as to allow the performance of work and curing of any materials. AWI is not responsible for damage or delays caused by others, or other "Acts of God" such as damage due to weather (precipitation), blown leaves or other objects, fire etc.
8. Any delays to the scheduled commencement of work or work stoppages caused by others, which are beyond our control, may result in extra charges, which may include travel time.
9. Should any obstructions and unforeseen conditions be encountered, AWI will advise the customer and will proceed only with written customer approval.
10. The customer is responsible to provide an authorized representative to approve the work in progress.
11. It is understood that some manufacturer's warranties may require photographs of the work area to be submitted with warranty applications. Failure to allow photographs may affect the warranty processing.
12. In the event the customer cancels or delays the scheduled start of the work, extra charges may occur. Customer must inform AWI in writing seven (7) days prior to the scheduled day of work commencement of any change in the agreed starting date.
13. Unless specified, our standard Certificate of Insurance (sample copy available upon request) and standard coverage shall be considered as included in the installed price of the work. Coverage amounts greater than that stated on our Certificate of Insurance, and/or additional conditions may result in extra charges to the customer, unless requested in writing by said customer prior to the date of this agreement.
14. Payment is due on or before the terms stated on page one (1) of this proposal. Any amount not paid in accordance with the terms is subject to a finance charge of one and a half percent (1.5%) per month or the highest lawful rate allowed, including all legal, collection, attorney and court costs until paid in full. AWI reserves the right at any time to require a security for performance of the customer's obligation to pay the balance due, or the balance to become due. Should the work be phased, AWI reserves the right to bill for work completed or stored materials.
15. Fulfillment of the customer's payment obligation to AWI is not contingent on payment by another party, unless prior arrangements are made with AWI in writing.
16. Payment terms are binding. If payment is not received by AWI on or before the due date, A.W.I. may file a mechanic's lien claim against the property owner. Phased jobs may be halted for non-payment.

General Terms and Conditions

This proposal is based upon the following items and conditions being supplied or offered to Allied Waterproofing, Inc. at no charge as indicated by an 'X' in the left-hand margin:

- a. Work to completed in one (1) continuous phase.
- b. Broom clean and dry work area.
- c. All surface prep provided by others according to manufacturer's standards.
- d. Adequate light, heat and ventilation provided by others
(a minimum air temperature of 50 degrees Fahrenheit)
(a maximum air temperature of 90 degrees Fahrenheit)
- e. Additional work (if required) will be performed at the following rates:
- f. Labor = \$ 160.00/hour; Equipment/Materials/Subcontractors = Cost +20%; Supplies = \$ 100.00/day
- g. All construction equipment and materials removed allowing unimpeded access to perform our work
- h. Access to toilet and wash facilities.
- i. Permits, testing and other non-specified fees or work items are excluded from this proposal.
- j.
- k.
- l.
- m.
- n.

Accepted by: _____

Date: _____



**SEALANT, WATERPROOFING &
RESTORATION INSTITUTE**
Past President



**INTERNATIONAL
CONCRETE REPAIR
INSTITUTE**



