

**Information to be included in all Legislation Modifying a Contract:**

1. **The names, contract compliance no. & expiration date, location by City/State and status of all companies (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR) submitting a competitive bid or submitting an RFP or RFSO.**

<b><u>Name</u></b>	<b><u>C.C. No./Exp. Date</u></b>	<b><u>City/State</u></b>	<b><u>Status</u></b>
Danbert Inc.	31-1029004/	Plain City, Oh	majority
Complete General Construction Co.	31-4366382/	Columbus, Oh	majority
Settle Muter Electric	31-1432070/	Columbus, Oh	majority
Jess Howard Electric Co.	31-4405752/	Blacklick, Oh	majority

2. **What type of bidding process was used (ITB, RFP, RFSO, Competitive Bid).**  
Competitive Bid

3. **List the ranking and order of all bidders.**

- 1 - Complete General Construction Co.
- 2 - Danbert Inc.
- 3 - Settle Muter Electric
- 4 - Jess Howard Electric Co.

4. **The name, address, contact name, phone number and contract number of the firm awarded the original contract.**

Complete General Construction Co.  
1221 E. Fifth Ave.  
Columbus, Ohio 43219  
Lee A. Guzzo, Chairman of the Board (614) 258-9515

5. **A description of work performed to date as part of the contract and a full description of work to be performed during any future phasing of the contract.**

Work completed – The contractor has installed the open trench portion of the project from manhole 129 to manhole 129A. Manhole 129A was excavated and the manhole set. The existing utilities for the boring portion of the project were spotted (potholed) for exact elevations. The launching pit installed and boring machine set up. The bore was started and installed about forty feet before they ran into signal interference. The contractor contracted the consultant, County and City to try and isolate the interference. The boring machine can not be controlled if a signal is not transmitted and received between the bore head sending unit and the control box. This creates a safety problem in that the operator is blind and could hit the underground utilities. The County turned off some of the antennas but this did not help. The contractor used a different sending head and receiver control box and went around the Court House. They had to go about ¼ of a block from the Court House before they were able to get a good signal. The County was unable to isolate the interference to turn it off, therefore the conclusion was that the contractor would have to open cut and install the duct bank. The County is reimbursing the City for this relocation project. See e-mail from Dick Merys dated April 27 indicating that the County agreed with the proposed contractor modification cost proposal.

Work Modification – Using the same alignment as the boring plan the contractor is to open cut the pavement and install 6-5” conduits in a bank. The bank to have a minimum cover

form the top of the duct of 36". Contractor to remove excavated materials from the site. Contractor to restore the street to its original condition based on City standards.

**6. An updated contract timeline to contract completion.**

Mobilization in/MOT	April 21
Spot Utilities/ layout	April 21 & 22
Excavate Pits V61 & MH129A	April 22 & 23
Directional Bore (Nonperformed)	April 24
Set Manhole 129A	April 27
Open Trench Tie in MH129 to MH129A	April 28
Open Trench from V61 to MH129A	April 28 to May 1
Sidewalk and curve restoration	May 4
Pavement restoration	May 5 & 6
Clean Up	May 6 & 7
Mobilization Out	May 7
Remove MOT	May 7

**7. A description of any and all modifications to date including the amounts of each modification and the Contract Number associated with any modification to date. (List each modification separately.)**

N/A

**8. A full description of the work to be performed as part of the proposed contract modification. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

Work Modification – Using the same alignment as the boring plan the contractor is to open cut the pavement and install 6-5" conduits in a bank. The bank to have a minimum cover form the top of the duct of 36". Contractor to remove excavated materials from the site. Contractor to restore the street to its original condition based on City standards.

**9. If the contract modification was not anticipated and explained in the original contract legislation a full explanation as to the reasons the work could not have been anticipated is required. (Changed or field conditions is not sufficient explanation. Describe in full the changed conditions that require modification of the contract scope and amount.)**

The bore was started and installed about forty feet before they ran into signal interference. No one anticipated having a problem with signal interference from within the Court House. The contractor contracted the consultant, County and City to try and isolate the interference. The boring machine can not be controlled if a good signal is not transmitted and received between the bore head sending unit and the control box. This creates a safety problem in that the operator is blind and could hit the underground utilities. The County turned off some of the antennas but this did not help. The contractor used a different sending head and receiver control box and went around the Court House. They had to go about ¼ of a block from the Court House before they were able to get a good signal. The contractor called the manufacturer and was told that it was very rare but it has happen in the past if the unit is being used in an area that has a lot of broad band signals. The County was unable to isolate the interference to turn it off, therefore the conclusion was that the contractor would have to open cut and install the duct bank. The County is reimbursing the City for this relocation project. See e-mail from Dick Merys dated April 27 indicating that the County agreed with the proposed contractor modification cost proposal.

**10. An explanation of why the work to be performed as part of the contract modification cannot be bid out. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

The County has a schedule to have this work completed in order to not impact the new Court House and Pavilion construction. Our schedule is based on there's for the contractor to have the duct system completed so the Division of Power and Water (Power) can have the circuit reworked to reefed Muni Court before May 29, 2009. The County is reimbursing the City for this relocation work. If this project is not completed on time the County will be subject to contractor delay charges.

**11. A cost summary to include the original contract amount, the cost of each modification to date (list each modification separately), the cost of the modification being requested in the legislation, the estimated cost of any future known modifications and a total estimate of the contract cost.**

Original proposal :

Bid Item 1 - Boring & Installation of 6-5" HDPE conduit .....	\$ 38,500.00
Bid Item 2 – Excavation 7 Shoring for manhole Setting owner furnished manhole.....	\$ 26,000.00
Bid Item 3 – Open cut Installation of 33-5" PVC concrete encased.....	\$ 33,000.00
Contingency of 10% .....	\$ 9,750.00
Total for Items 1, 2, 3 & contingency.....	\$107,250.00

Modification #1

Deduct Bid Item 1 - Boring & Installation of 6-5" HDPE conduit .....	(\$ 38,500.00)
Add new Item 1 – Open cut installation of 6-5" PVC concrete encased.....	\$110,150.00
Add additional contingency of 10%.....	\$ 7,165.00
Total modification.....	\$ <b>78,815.00</b>

**12. An explanation of how the cost of the modification was determined.**

Complete General Submitted a cost proposal and the County and DOPW(Power) reviewed it. It was concluded that the proposal was reasonable. The County reviewed it because they are reimbursing the City for this project.

**13. Sub-Consultants identified to work on this contract, their contract compliance no. & expiration date, and their status (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR):**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>Status</u>
Saunders Trucking	31-0715339/	MBE

**14. Scope of work for each subcontractor and their estimate of dollar value to be paid.**

Saunders Trucking will be hauling off the excavated material from the open cutting for the duct bank. The estimated dollar amount for this is \$ 5,000.00

Note: The Contract should be considered to include any and all work that is anticipated to be awarded to the company awarded the original contract throughout the contract/project timeline. This includes the original contract and any and all future anticipated modifications to the contract to complete the contract/project.

