

**CHANGE ORDER NO.: 2**

Owner:	Town of Bristol	Owner's Project No.:	WW22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
		Contractor's Project No.:	24105-01
Contractor:	Crosby Construction		
Project:	WWTP Improvement Project		
Contract Name:	WWTP Improvement Project		
		Effective Date of Change Order:	
Date Issued:			

The Contract is modified as follows upon execution of this Change Order:

Description: Reed Bed Media Removal Payment, Driveway Revision, and Lift Station 3 Revision

Attachments: Recommendation Letter, Change Order Breakdown Memo, reed beds media and sludge removal correspondence, WCD-1 and pricing, WCD-3 and pricing

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>24,293,749.00</u>	Original Contract Times: Calendar days Substantial Completion: <u>630</u> Ready for final payment: <u>30</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>1</u> : \$ <u>277,020.00</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>1</u> Substantial Completion: <u>90</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>24,016,729.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>720</u> Ready for final payment: <u>30</u>
[Increase] [Decrease] this Change Order: \$ <u>64,051.30</u>	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>24,080,780.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>720</u> Ready for final payment: <u>30</u>

Town of Bristol  
WWTP Improvements Project  
Change Order #2

Recommended by Engineer (if required)

By: Amy Mendonca  
Title: Project Engineer  
Date: 12/16/24

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by Contractor

By: [Signature]  
Title: President  
Date: 12/17/2024

Approved by Funding Agency  
(if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



December 16, 2024

Mike Yoder  
Town of Bristol  
303 E Vistula St  
Bristol, IN 46507

**RE: Job Number S22145  
WWTP Improvement Project  
Proposed Change Order No. 2**

Dear Mr. Yoder:

Enclosed, please find the proposed Change Order No. 2 (CO #2) for the Town of Bristol's consideration and approval.

This CO #2 includes a contract price increase of \$64,051.30 and no additional contract time resulting in a new total contract price of \$24,080,780.30 and no additional contract time; this keeps allowed time to overall project completion at 720 days.

Recommendation

We have reviewed the cost items and determined them to be fairly priced and warranted. The proposed change consists of the following:

- Reed Bed Media Removal Payment
- Driveway Revision
- Lift Station 3 Revision

Further details can be found in the attached memorandum. We recommend acceptance of this change order. The table below provides a summary of components included within this change order:

Description	Cost Change	Time Extension (Days)	Summary Notes
Reed Beds Additional Sludge and Media Removal	\$53,466.30	0	Additional sludge beyond base bid amount of 2,500 tons was removed from reed beds. The bid established a unit price for the additional sludge removal. Contractor requested compensation for unforeseen media removal from reed beds. Town is offering \$30k compensation for media removal which the Contractor did not include in the original bid.
Driveway Revision	\$1,973.00	0	INDOT requested revision to new driveways at WWTP and LS 1.
Lift Station 3 Revision	\$8,612.00	0	Relocation of LS 3 due to new gas main constructed by NIPSCO.
<b>Total:</b>	<b>\$64,051.30</b>	<b>0</b>	

If you have any questions, please feel free to contact us.

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**



Amy Mendoza, P.E.



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**ENGINEERS, INC.**  
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100 East Wayne St., Suite 315  
South Bend, IN 46601  
PH: (574) 800-7177

# CHANGE ORDER SUMMARY MEMORANDUM

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**DATE:** December 16, 2024

**SUBJECT:** Wastewater Treatment Plant Improvements  
Work Item Breakdown for Change Order No. 2

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Change Order No. 2 for this project includes a cost increase associated with additional sludge removal and Contractor-unforeseen media removal from reed beds, INDOT required driveway revision, and Lift Station 3 shift due to a recently constructed gas main. The Engineer has reviewed the costs submitted by the Contractor and considers them fair and necessary. One item, media removal from reed beds, was not recommended by the Engineer but a settlement was agreed on to compensate the Contractor for a portion of media removal.

The attached request for change includes the total cost for the items described below.

**1) Additional Sludge Removal and Unforeseen Media Removal at Reed Beds**

The Contract included removal of all dewatered sludge from the existing reed beds onsite and removal of all reed bed contents and concrete. The base bid included up to 2,500 tons of dewatered sludge removal and a unit price per ton of additional sludge removal at \$66.00/ton was included as a pre-determined amount for change order processing. An additional 355.55 tons of dewatered sludge were removed, equating to \$23,466.30 eligible CO amount.

The Contractor submitted a claim for removal of 898.65 tons of reed bed media at the \$66/ton unit rate (\$59,310.90). The Engineer recommended denying this claim; however, the Town agreed to compensate \$30,000.00. See attached documentation of negotiations leading up to this decision and detailed documentation of sludge and media removed from the reed beds.

**2) Driveway Revision**

Permit-related changes occurred between the time the project was bid and the beginning of construction. Driveways at the WWTP site and LS 1 site required revisions to obtain approval of the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be

approval of the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be removed to meet INDOT requirements. These changes reflect an additional cost of \$1,973.00 and no additional contract time.

**3) Lift Station 3 Revision**

The Engineer is shifting LS further into the park to avoid a new gas main constructed by NIPSCO in August, 2024. Changes were made to the elevations for setpoints, incoming sewer invert, and outgoing forcemain invert and forcemain route. The lift station overall depth and pump selection were not changed. Existing trees near the new lift station location are to be removed by the Contractor. A figure showing the location of the lift station is attached. This change results in an additional cost of \$8,612.00 and no additional contract time.

The table below provides a summary of components included within this change order:

Description	Cost Change	Adjustment in Contract Time (Calendar Days)
Reed Bed Media Removal Payment	\$53,466.30	0
Driveway Revision	\$1,973.00	0
Lift Station 3 Revision	\$8,612.00	0
<b>Total:</b>	<b>\$64,051.30</b>	<b>0</b>

**REED BEDS MEDIA AND SLUDGE REMOVAL**  
**CORRESPONDENCE**

**CEI LETTER 10/31/24**





October 31, 2024

Russell Jacobs  
Vice President  
RE Crosby Construction, Inc.  
2805 Freeman Street  
Fort Wayne, IN 46802

**Re: Reed Beds Media Removal Payment  
Town of Bristol  
Wastewater Treatment Plant Improvements Project**

Dear Mr. Jacobs:

This letter is in response to your email dated October 16, 2024, regarding the Town of Bristol Wastewater Treatment Improvements Project compensation for media removal from reed beds.

In accordance with the Contract Documents, the Contractor is required to remove dewatered sludge from the existing reed beds onsite and demolish the reed beds in their entirety. The reed beds are made up of gravel and sand media as documented on record drawings provided to bidding contractors via Addendum 1. A basis of bid was provided for the dewatered sludge disposal at 2,500 tons. Contract documents also stated additional dewatered sludge removed from reed beds would be compensated at a unit price established by Contractor at time of bid.

Work completed between August 19, 2024, and August 30, 2024, included removal of both sludge and media from the reed beds by subcontractor, Merrell Bros., Inc. The onsite resident project representative (RPR) tracked loads per day, tonnage, and type of material being hauled. The Contractor hauled a total of 3,753.8 tons of combined sludge and media and requested payment for additional 1,253.8 tons of material with notice of this request provided via email on September 23, 2024. The Engineer identified via email on September 23<sup>rd</sup> that the media removal included in this additional hauling will not be considered eligible for payment. Further correspondence proceeded (as attached). This letter is meant to summarize the issue and define what Engineer considers eligible for additional payment, for inclusion in change order.

Detailed Specification Section DS-02 Salvage, Demolition, Removal, Renovation, and Relocation, Part 3.04.C.8 states: "Reed Beds - Contractor shall remove and lawfully dispose off-site all accumulated sludge, media, and vegetation from all reed sludge drying beds." The Contractor's email on October 16<sup>th</sup> regarding belief that the media should be paid for via the contract stated that the sand and gravel media were contaminated by the sludge and not salvageable. However, the contract does not designate the media to be salvaged. It is to be removed and lawfully disposed.

Below is a summary of RPR's recorded hauling and Engineer's designated eligible and ineligible costs. Actual load tickets and records from Merrell Bros should be provided to confirm these



numbers.

Date	Tons Hauled	
	Sludge	Media
8/19/2024	264.21	
8/20/2024	388.58	
8/21/2024	334.90	
8/22/2024	354.66	
8/23/2024	319.87	
8/26/2024	180.25	116.01
8/27/2024	412.79	
8/28/2024	380.03	76.5
8/29/2024	220.26	435.66
8/30/2024		270.48
<b>TOTAL, Tons</b>	<b>2855.55</b>	<b>898.65</b>
BASIS OF BID, Tons	2500	n/a
Eligible Over Run Total, Tons	355.55	n/a
Unit Price per Bid Tab	\$66.00	n/a
<b>Amount Eligible for CO</b>	<b>\$23,466.30</b>	<b>\$0.00</b>

If Contractor agrees with the above designation, final invoice/load tickets shall be submitted from Merrell Bros and the eligible additional payment will be included in the next combined change order.

Should you have any additional comments or questions, please feel free to contact us.

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**



Amy Mendoza, P.E.  
 Project Engineer

Attachments:

- 9/23/24 – 10/16/24 Emails
- RPR Hauling Records
- Bid Tab Process for Change Orders in Base Bid

**9/23/24 - 10/16/24 EMAIL CORRESPONDENCE**

**From:** Russell Jacobs <RJacobs@recrosby.com>  
**Sent:** Wednesday, October 16, 2024 9:42 AM  
**To:** Amy Mendoza, PE (IN)  
**Cc:** Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP; Jeff Carlson; Jeremy Hardy, PE (IN); Justin Ballinger  
**Subject:** RE: Bristol WWTP  
**Attachments:** [Re- Bristol Update \[28\].eml](#)

Amy:

Your point of view is duly noted. However we respectfully disagree with your point(s) and comment as follows:

With this project being a complete cleanout of the reed beds and the said beds being demolished, includes the media that the sludge drained into. .

The drying bed consisted of 3 layers from top to bottom:

1. The sludge layer is the top layer of the drying bed and the main reason for having drying beds. The reeds and vegetation are part of this sludge layer as well.
2. The sand layer is the "filter" layer and was part of the media that was excavated and hauled. This layer is plug with sludge as the water pulls sludge into the sand when it is draining. This contaminates the sand layer with sludge.
3. The gravel layer acts a "flow through" layer and was the other part of the filter system that was excavated and hauled. The main purpose behind it is to give the water somewhere to go with very little restriction. The gravel has tile drains in it where the water can escape and return to the head of the plant where it can be treated. This gravel had been contaminated by the material that ran through the sludge sand layers above.
4. The dirt makes up the bottom most layer of the drying bed. This layer acts as the liner that holds the water from flowing deeper into the ground and allowing the drain tile to pull it away. This is where the contaminates from the sludge stop and does not need to be disturbed.

The media levels are not salvageable media as they have been contaminated by the sludge in the drying bed. The contract states that this material must be lawfully disposed of which was done so at the landfill where the rest of the sludge was disposed.

We would also note that prior to the aforementioned sludge/materials being hauled off site we made contact with Commonwealth regarding the onsite activities.

Please advise on how you would like us to proceed as referenced in our email dated September 23<sup>rd</sup> 2024.

Respectfully



CONSTRUCTION

Established 1963

*Russell Jacobs*

VICE PRESIDENT

[rjacobs@recrosby.com](mailto:rjacobs@recrosby.com)

O:(260) 432-5114

C:(260) 410-8247

[WWW.RECROSBY.COM](http://WWW.RECROSBY.COM)

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**From:** Amy Mendoza, PE (IN) <[amendoza@contactcei.com](mailto:amendoza@contactcei.com)>

**Sent:** Friday, September 27, 2024 3:32 PM

**To:** Russell Jacobs <[RJacobs@recrosby.com](mailto:RJacobs@recrosby.com)>

**Cc:** Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP <[dwells@contactcei.com](mailto:dwells@contactcei.com)>; Jeff Carlson <[jcarlson@contactcei.com](mailto:jcarlson@contactcei.com)>; Jeremy Hardy, PE (IN) <[jhardy@contactcei.com](mailto:jhardy@contactcei.com)>

**Subject:** RE: Bristol WWTP

Russell, apologies for the delayed response.

We do not feel that the media removal should be paid additional. The specs state the established unit price for additional removal at the reed beds is for dewatered sludge, not media. The media was to be demo'd to landfill along with concrete, etc. The record drawings of the reed beds show the media within them and therefore a basis of bid was available during bidding via the old record drawings (issued via addendum). We consider this similar to the removal of concrete from other structures.

If you'd like to discuss further, please let us know.

Thanks,

**Amy Mendoza, PE (IN)**

**Project Engineer**

T: 800-289-1177 | D: 219-900-9104

Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA

Regional Offices: Crown Point, Evansville, Fort Wayne, Huntingburg, Indianapolis North, and South Bend, IN | Bowling Green, KY



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**From:** Russell Jacobs <[RJacobs@recrosby.com](mailto:RJacobs@recrosby.com)>

**Sent:** Monday, September 23, 2024 2:46 PM

**To:** Amy Mendoza, PE (IN) <[amendoza@contactcei.com](mailto:amendoza@contactcei.com)>

**Subject:** RE: Bristol WWTP

Amy:

Not sure I understand the statement highlighted below...can you elaborate

Thanks



[rjacobs@recrosby.com](mailto:rjacobs@recrosby.com)  
O:(260) 432-5114 C:(260) 410-8247  
[WWW.RECROSBY.COM](http://WWW.RECROSBY.COM)

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**From:** Amy Mendoza, PE (IN) <[amendoza@contactcei.com](mailto:amendoza@contactcei.com)>  
**Sent:** Monday, September 23, 2024 2:27 PM  
**To:** Russell Jacobs <[RJacobs@recrosby.com](mailto:RJacobs@recrosby.com)>  
**Subject:** RE: Bristol WWTP

Hi Russell,

You can submit a proposal with brief cover letter and then a detailed cost explanation (normally I see it in the form of a spreadsheet that shows the cost to the Contractor and associated markup). Let me know if you would like to see an example.

Just to put this out there, we are not expecting to compensate additional for the media hauling. But please submit request via Procore and we'll review from there.

Thanks!

**Amy Mendoza, PE (IN)**  
Project Engineer  
T: 800-289-1177 | D: 219-900-9104  
Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA  
Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY



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**From:** Russell Jacobs <[RJacobs@recrosby.com](mailto:RJacobs@recrosby.com)>  
**Sent:** Monday, September 23, 2024 2:20 PM

**To:** Amy Mendoza, PE (IN) <[amendoza@contactcei.com](mailto:amendoza@contactcei.com)>  
**Subject:** Bristol WWTP

Amy:

Quick question: How do you want us to submit the addition cost associated with the Reed bed sludge removal

As of to date complete removal 3,753.8 tons minus the bid quantity 2,500 tons. Addition 1,253.8 tons

Cost \$82,750.80

Thanks



[rjacobs@recrosby.com](mailto:rjacobs@recrosby.com)  
O:(260) 432-5114 C:(260) 410-8247  

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[WWW.RECROSBY.COM](http://WWW.RECROSBY.COM)

## **RPR HAULING RECORDS**



Hauling from Reed Beds 8/19/24 to 8/30/24

Date	Tons Hauled	
	Sludge	Media
8/19/2024	264.21	
8/20/2024	388.58	
8/21/2024	334.9	
8/22/2024	354.66	
8/23/2024	319.87	
8/26/2024	180.25	116.01
8/27/2024	412.79	
8/28/2024	380.03	76.5
8/29/2024	220.26	435.66
8/30/2024		270.48
<b>TOTAL, Tons</b>	<b>2855.55</b>	<b>898.65</b>
BASIS OF BID, Tons	2500	n/a
Over Run Total, Tons	355.55	n/a
Unit Price per Bid Tab	\$66.00	n/a
<b>Amount Eligible for CO</b>	<b>\$23,466.30</b>	<b>\$0.00</b>

Hauling from Reed Beds on 8/30/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
133	1	27.06	Media	6:19:55	
257	1	28.12	Media	6:24:58	
185	1	29.1	Media	6:12:53	
186	1	23.17	Media	6:15:33	
258	1	30.12	Media	6:17:20	
185	2	30.47	Media	8:14:42	
186	2	23.94	Media	8:40:10	
258	2	22.67	Media	8:47:12	
185	3	27.915	Media		No ticket collected. Vebral amount given
	3	27.915	Media		No ticket collected. Vebral amount given
Total		270.48	Media		

Hauling from Reed Beds on 8/29/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	26.23	Media	6:17:38	
185	1	32.21	Media	6:12:55	
133	1	24.8	Sludge	6:31:20	
257	1	24	Sludge	6:26:32	
258	1	25.26	Sludge	6:20:07	
186	2	26.39	Media	8:17:24	
185	2	26.39	Media	9:04:52	
133	2	23.55	Sludge	9:08:20	
258	2	24.04	Sludge	8:23:46	
257	2	24.88	Sludge	8:54:03	
186	3	23.34	Media	10:14:31	
185	3	26.22	Media	11:07:32	
133	3	23.84	Sludge	11:16:25	
258	3	26.8	Media	10:24:22	
257	3	27.5	Media	10:59:38	
186	4	26.9	Media	12:17:38	
185	4	28.01	Media	13:09:33	
133	4	25.11	Sludge	13:20:12	
258	4	24.78	Sludge	12:23:18	
257	4	27.77	Media	12:49:51	
186	5	27.82	Media	14:34:16	
185	5	29.6	Media	15:11:14	
133	5	27.89	Media	15:22:14	
258	5	25.62	Media	14:45:54	
257	5	26.97	Media	14:52:31	
Total		655.92			
		220.26	Sludge		
		435.66	Media		

Hauling from Reed Beds on 8/28/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	23.17	Sludge	6:15:33	
133	1	20.02	Sludge	6:11:49	
185	1	25.16	Sludge	6:13:45	
258	1	19.67	Sludge	6:17:31	
186	2	25.33	Sludge	9:20:57	
133	2	23.14	Sludge	8:50:24	
185	2	26.5	Sludge	9:11:47	
258	2	23.27	Sludge	9:28:25	
186	3	23.72	Sludge	11:25:57	
133	3	22.72	Sludge	10:51:07	
185	3	26.78	Sludge	11:18:37	
257	3	21.17	Media	10:44:54	
258	3	20.06	Sludge	11:36:27	
133	4	23.23	Sludge	13:16:07	
185	4	27.7	Sludge	13:45:05	
257	4	26.22	Media	12:42:59	
186	5	23.88	Sludge	14:11:52	
257	5	29.11	Media	14:39:35	
258	5	25.68	Sludge	14:25:06	
Total		456.53			
		380.03	Sludge		
		76.5	Media		

Hauling from Reed Beds on 8/27/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	24.95	Sludge	6:14:20	
185	1	23.86	Sludge	6:12:17	
258	1	22.28	Sludge	6:17:07	
133	1	20.49	Sludge	6:19:18	
186	2	29.41	Sludge	8:39:31	
185	2	32.9	Sludge	8:26:29	
258	2	26.78	Sludge	8:48:50	
133	2	26.07	Sludge	8:59:17	
186	3	23.82	Sludge	11:00:21	
185	3	24.74	Sludge	10:43:14	
133	3	23.07	Sludge	11:27:56	
186	4	22.41	Sludge	13:21:55	
185	4	26.35	Sludge	12:57:27	
258	4	18.76	Sludge	13:42:12	
133	4	19.46	Sludge	13:32:57	
186	5	24.13	Sludge	15:43:59	
185	5	23.31	Sludge	15:26:05	
Total		412.79	Sludge		

Hauling from Reed Beds on 8/26/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
185	1	25.35	Sludge	10:20:20	
133	1	22.99	Sludge	10:36:17	
258	1	20.07	Sludge	10:52:17	
186	1	22.04	Sludge	10:41:57	
185	2	25.17	Sludge	12:34:28	
133	2	21.33	Sludge	12:46:20	
258	2	20.39	Sludge	13:16:53	
186	2	22.91	Sludge	13:03:52	
185	3	33.13	Media	14:58:43	
133	3	28.55	Media	15:10:57	
258	3	28.19	Media	15:33:05	
186	3	26.14	Media	15:24:32	
Total		296.26			
		180.25	Sludge		
		116.01	Media		

Hauling from Reed Beds on 8/23/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
257	1	20.9	Sludge	6:04:04	
185	1	24.87	Sludge	6:06:41	
186	1	21.26	Sludge	9:12:45	
186	1	21.03	Sludge	6:37:38	
258	1	19.68	Sludge	6:09:34	
257	2	21.06	Sludge	8:15:54	
185	2	27.5	Sludge	10:59:00	
185	2	22.83	Sludge	8:45:05	
186	2	26.16	Sludge	11:18:39	
258	2	20.4	Sludge	8:53:10	
185	3	24.88	Sludge	13:34:20	
186	3	24.09	Sludge	13:42:34	
258	3	22.96	Sludge	11:01:34	
258	3	22.25	Sludge	13:27:16	
Total		319.87	Sludge		

Hauling from Reed Beds on 8/22/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	22.08	Sludge	6:21:13	
258	1	20.61	Sludge	6:15:40	
257	1	21.52	Sludge	6:18:50	
185	1	24.97	Sludge	6:11:20	
186	2	21.71	Sludge	8:43:14	
258	2	18.28	Sludge	8:26:21	
257	2	18.9	Sludge	8:37:45	
185	2	20.46	Sludge	8:18:11	
186	3	24.59	Sludge	11:09:15	
258	3	22.69	Sludge	10:33:52	
257	3	24.53	Sludge	10:42:56	
185	3	26.24	Sludge	10:29:31	
186	4	21.38	Sludge	13:20:35	
258	4	21.43	Sludge	12:52:44	
257	4	21.49	Sludge	13:05:48	
185	4	23.78	Sludge	12:49:01	
Total		354.66	Sludge		



Hauling from Reed Beds on 8/21/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	21.96	Sludge	6:17:13	
257	1	19.49	Sludge	6:12:01	
185	1	26.49	Sludge	6:14:08	
258	1	22.15	Sludge	6:09:43	
186	2	18.99	Sludge	9:13:41	
257	2	17.02	Sludge	8:29:58	
185	2	21.42	Sludge	8:55:04	
258	2	16.87	Sludge	8:23:24	
186	3	18.98	Sludge	11:26:17	
257	3	20.16	Sludge	10:53:34	
185	3	22.13	Sludge	11:09:22	
258	3	19.43	Sludge	10:45:27	
186	4	23.21	Sludge	13:34:59	
257	4	20.8	Sludge	13:16:47	
185	4	22.99	Sludge	13:27:20	
258	4	22.81	Sludge	13:06:00	
Total		334.9	Sludge		

Hauling from Reed Beds on 8/20/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	18.86	Sludge	6:25:33	
133	1	19	Sludge	6:15:26	
257	1	19.06	Sludge	6:10:05	
185	1	21.23	Sludge	6:12:16	
258	1	18.78	Sludge	6:06:22	
186	2	20.51	Sludge	9:28:28	
133	2	19.87	Sludge	9:15:08	
257	2	18.73	Sludge	8:32:15	
185	2	21.33	Sludge	9:04:30	
258	2	18.31	Sludge	8:26:03	
186	3	20.01	Sludge	11:56:34	
133	3	20.33	Sludge	11:45:02	
257	3	17.94	Sludge	10:55:46	
185	3	21.82	Sludge	11:34:53	
258	3	18.66	Sludge	10:53:07	
186	4	19.2	Sludge	14:25:07	
133	4	20.34	Sludge	13:59:14	
257	4	18.02	Sludge	13:31:18	
185	4	21.04	Sludge	13:49:35	
258	4	15.54	Sludge	13:26:21	
Total		388.58	Sludge		

Hauling from Reed Beds on 8/19/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	2	19.8	Sludge	11:47:05	
186	2	19.12	Sludge	13:29:05	
186	2	20.34	Sludge	15:47:31	
258	2	18.79	Sludge	15:17:24	
185	3	18.41	Sludge	11:26:49	
257	3	15.91	Sludge	10:47:49	
133	3	18.89	Sludge	11:02:48	
258	3	18.3	Sludge	13:07:26	
258	3	16.39	Sludge	10:52:40	
185	4	22.82	Sludge	13:55:28	
257	4	19.26	Sludge	12:59:22	
257	4	17.92	Sludge	15:05:28	
133	4	19.31	Sludge	13:23:05	
133	4	18.95	Sludge	15:32:07	
Total		264.21	Sludge		

**BID TAB PROCESS FOR CHANGE ORDERS IN BASE BID  
ESTABLISHED REED BEDS DEWATERED SLUDGE UNIT PRICE**

**TOWN OF BRISTOL  
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

**PROCESS FOR CHANGE ORDERS IN BASE BID**

For the purpose of establishing a process for change orders of the actual, installed quantities of Aerated Sludge Holding Tanks Concrete Repairs as identified in DS-31 and shown on the Structural Drawings, as approved and field verified by Owner and Engineer, the Bidder agrees to the following unit prices to be added to or subtracted from the Total Base Bid amount (regardless of total repair area/footage quantities):

Epoxy Injection (EI) = \$ 75<sup>00</sup> per lineal foot  
(in figures)

Chemical Grout Injection (CG) = \$ 105.<sup>00</sup> per lineal foot  
(in figures)

Partial Depth Patch Horizontal Surface (P) = \$ 102<sup>00</sup> per square foot  
(in figures)

Partial Depth Patch Vertical Surface (P) = \$ 102<sup>00</sup> per square foot  
(in figures)

For the purpose of establishing a process for change orders of the actual quantities of accumulated Liquid/Sludge/Grit removal and disposal as identified in DS-31 and as approved and field verified by Owner and Engineer, the Bidder agrees to the following unit prices to be added to or subtracted from the Total Base Bid amount (regardless of total quantities):

Existing Reed Beds Dewatered Sludge = \$ 66<sup>00</sup> per ton  
(in figures)

Existing Primary Clarifier Liquid Sludge = \$ 1.<sup>25</sup> per gallon  
(in figures)

Existing Accumulated Grit/Debris = \$ 239<sup>00</sup> per cubic yard  
(in figures)

**CROSBY 11/18/24 RESPONSE LETTER**



## CONSTRUCTION

November 18, 2024

Amy Mendoza  
Commonwealth Engineers, Inc.  
7256 Company Drive  
Indianapolis, IN 46237

Re: Town of Bristol  
WWTP Improvements  
Reed Bed Media  
Removal payment

Dear Ms. Mendoza:

We acknowledge receipt of your letter dated October 31st, 2024, pertaining to the Town of Bristol Wastewater Treatment Improvement Project reed beds media removal and comment as follows:

We agree that in accordance with the Contract Documents the Contractor is required to remove Liquid/Sludge/Grit materials and lawfully disposed from existing plant facilities. We also agree that the actual quantity of Liquid/Sludge/Grit removal and disposal as identified in the Detailed Specification section DS 31 would be adjusted based on the actual quantity of Liquid/Sludge/Grit removal and disposal.

We would also note that the Detailed Specification section DS 02 Salvage, Demolition, Removal, Renovation and Relocation, 3.04 Removal, Section A, states: The Contractor shall be responsible for coordinating with the engineer which items shall be removed from locations or from the site. The Contractor shall be responsible for transportation and lawful disposal of all removed items. Sub section 8 of this section goes onto state: Reed Beds. Contractor shall remove and lawfully dispose off-site all accumulated sludge, media and vegetation from all sludge drying beds.

The question asked at the pre bid of January 11<sup>th</sup>, 2024, by Mr. Vode. Question: *It doesn't appear that there is any information available for the sludge removal volume in the reed beds. It would be nice if a volume was provided for bases for bids or some other method to ensure bidders are making the same assumptions. Some form or allowance or unit price should be considered.* The Answer given via Addendum #1 states: *The reed beds were last cleaned out in 2015 by Merrel Bros. The town does not have a land application permit. Sludge is hauled to landfill. Contractor is required to include all sludge removal and lawful disposal in their bids. Commonwealth will review the volumetric value and address via addendum. See addendum.*

As part of addendum #1. Record drawings of the existing WWTP were sent via OneDrive Link titled Record Drawings for Bidders. The addendum also noted the following statement. (In part)

### GENERAL CONTRACTOR

Commercial • Industrial | Construction Management | Design-Build | Water • Wastewater Treatment Facilities | Process Piping & Equipment

2805 Freeman Street | Fort Wayne, Indiana 46802 | P: 260-432-5114 | F: 260-432-1610 | [www.recrosby.com](http://www.recrosby.com)

### Drawing Release Waiver

*Electronic files of Drawings furnished by this addendum to prospective Bidders are for information purposes Only. Owner and Engineer make no representation regarding accuracy or completeness of the information contained in these electronic files.*

*The Drawing Release Waiver statements goes on to state that: By receipt of these files, Bidder agrees to accept all responsibility for verification of the information contained on these files, and is not relieved of its duty to fully comply with the Contract Documents, including, without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work with that of other contractor(s) for the project....*


During the bidding process our team concluded that any information detailed on the aforementioned as existing record drawings had no bearing on the question posed. The issue of volume associated with the existing reed beds Liquid/Sludge/Grit was established as part of addendum # 1 (Reed/Sludge Drying Beds 2,500 tons) To further our position the project specification and in particular DS 02 clearly defined the scope: Reed Beds. Contractor shall remove and lawfully dispose off-site all accumulated sludge, media and vegetation from all sludge drying beds.

The Salvage, Demolition and Removal of the existing reed beds was completed in accordance with the project documentation verbatim and constantly monitored by the onsite RPR who checked and recorded the manifest documentation and truck numbers issued by the landfill. Commonwealth Engineering and your onsite RPR were copied on all correspondence that pertained to the removal of the Liquid/Sludge/Grit/Media from the start, and at no time prior to or during the removal of the said material where we notified of any questions, concerns or compliance issue pertaining to the removal and lawful disposal of the accumulated sludge, media or vegetation from the existing reed beds.

Based upon the aforementioned contract documentation Crosby Construction position stands. The materials removed from the existing reed beds was removed in accordance with the Detailed Section(s) DS 02 and DS 31 of the project specification and as such we are entitled to an equitable adjustment via change order to cover the actual quantity of materials removed from the existing Reed Beds

Total quantity of sludge, media and vegetation removed: 3,753.8 Tons  
Bid amount for removal and disposal of said material \$66.00 per ton.

Sincerely,  
R. E. Crosby, Inc.



Russell L Jacobs  
Vice President



**CEI 12/11/24 RESPONSE LETTER**



December 11, 2024

Russell Jacobs  
Vice President  
RE Crosby Construction, Inc.  
2805 Freeman Street  
Fort Wayne, IN 46802

**Re: Reed Beds Media Removal Payment  
Town of Bristol  
Wastewater Treatment Plant Improvements Project**

Dear Mr. Jacobs:

This letter is in response to your letter dated November 18, 2024 which was in response to our letter dated October 31, 2024 regarding the Town of Bristol Wastewater Treatment Improvements Project compensation for media removal from reed beds.

In the response letter, Crosby states that the Record Drawings which included the reed bed media information were assumed to not include any information that could be used in formulating the bid due to the Drawing Release waiver that was included with the Record Drawings. The drawing release waiver states the electronic files are for information purposes only and the Contractor accepts responsibility to verify the information contained in the files. Crosby Construction explains, "During the bidding process our team concluded that any information detailed on the aforementioned as existing record drawings had no bearing on the question posed [volume of sludge removal required at reed beds asked at pre-bid meeting]. The issue of volume associated with the existing reed beds Liquid/Sludge/Grit was established as part of addendum # 1 (Reed/Sludge Drying Beds 2,500 tons)." This interpretation of the waiver and intent of the record drawings was incorrect, as the 2,500 tons is clearly established only as Dewatered Sludge. Per the release waiver language, the Contractor is responsible for field verifying the amount of materials contained within the reed beds as constructed. It is not the Engineer's or Owner's concern how the waiver language was interpreted in reference to the Record Drawings which included the amount of media within the reed beds.

Crosby's response letter continues, "The Salvage, Demolition and Removal of the existing reed beds was completed in accordance with the project documentation verbatim and constantly monitored by the onsite RPR who checked and recorded the manifest documentation and truck numbers issued by the landfill. Commonwealth Engineering and your onsite RPR were copied on all correspondence that pertained to the removal of the Liquid/Sludge/Grit/Media from the start, and at no time prior to or during the removal of the said material where we notified of any questions, concerns or compliance issue pertaining to the removal and lawful disposal of the accumulated sludge, media or vegetation from the existing reed beds." There were no concerns with compliance issues or whether the Contractor followed the specifications during removal of the material. The onsite RPR tracked all load tickets to ensure CEI had clear documentation of



the material removed. The RPR was aware that the Contract Documents do not allow for compensating extra for media removal and was instructed to track the type of material removed to ensure the Owner was protected from claims related to the media removal.

This issue comes down to payment procedures established in the bid. Our bid tab establishes a procedure for change orders only for dewatered sludge removal from the reed beds, which was subject to change by how much the Town put in the reed beds. Media and concrete volumes were not subject to change and could have been calculated from the record drawing documents available to the Contractor during bidding and field verified prior to bidding. We cannot recommend the Owner issue additional payment for media, concrete, or vegetation removed and lawfully disposed following the contract requirements.

The amount of your claim we consider eligible for Change Order for removal of dewatered sludge beyond the 2,500 tons established in the bid is detailed in our letter dated October 31, 2024.

As the Engineer for the Town of Bristol, our recommendation to the Owner is for denial of the media removal portion of the claim (Total claim submitted \$82,750.80 – \$23,466.30 additional dewatered sludge removal = \$59,284.50 ineligible portion). However, we have discussed this matter with Town Manager Mike Yoder, and he stated in the interest of cooperation, the Town is willing to offer Crosby \$30,000 compensation for the media removal expenses. Contractor shall notify Engineer if they accept this amount, and Engineer will proceed with applicable change order.

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**

A handwritten signature in cursive script that reads "Amy Mendoza".

Amy Mendoza, P.E.  
Project Engineer

## **WCD-1 AND FORMAL PRICING**



*Environmental Engineers & Consultants  
7256 Company Drive  
Indianapolis, IN 46237*

*PH: (317) 888-1177 FAX: (317) 887-8641*

# WORK CHANGE DIRECTIVE #1

---

**TO:** Russell Jacobs, Crosby Construction

**FROM:** Amy Mendoza, P.E., Commonwealth Engineers, Inc.

**CC:** Darren Wells, P.E., Commonwealth Engineers, Inc.

**DATE:** August 14, 2024

**SUBJECT:** Town of Bristol, Indiana Wastewater Treatment Plant Improvements, Work Change Directive No. 1

---

**Issue:**

Permit-related changes occurred between the time the project was bid and the beginning of construction. Driveways at the WWTP site and LS 1 site required revisions to receive the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be removed to meet INDOT requirements. Attached are the revised sheets showing the WWTP and LS 1 driveways.

**Work Directive:**

The Contractor shall review the changes and submit a proposal to incorporate these revisions into their work. The Contractor shall review this Work Change Directive No. 1 and notify the Engineer if any additional clarifications are necessary regarding this issue prior to submitting their proposal for this portion of the work.

Note, the plan sheets provided should be used to reference the revised driveway and should not be relied upon as all-inclusive for other project work.

**Attachments:**

- Revised Sheets: D9-01, D9-02
- Revised Sheets: C-01, C-02, C-07, C-08

# CROSBY

CONSTRUCTION

November 11, 2024

Ms. Amy Mendoza  
Commonwealth Engineers, Inc.  
7256 Company Drive  
Indianapolis, IN 46237

Re: Town of Bristol Wastewater Treatment Plant  
Improvement WCD # 1 Asphalt modifications

Dear Ms. Mendoza:

We are pleased to submit pricing in accordance with WCD # 1 issued on October 28<sup>th</sup>, 2024, to modify the asphalt at the entrance to the WWTP and lift Station 1

- Add One thousand nine hundred seventy-three dollars and no/100.

Please let us know if you have any further questions or need additional information.

Sincerely,

CROSBY CONSTRUCTION, INC.



Russell Jacobs  
Vice President





**WCD #1**

**11/6/2024**

Reduce WWTP Asphalt Entrance by 79 SYS	DEDUCT	\$7,900.00
Add INDOT Asphalt Entrance at LS 1 (52 SYS)	ADD	\$7,900.00
Remove Guardrail at LS 1	ADD	\$1,500.00

<b>Net Change for WCD #1</b>	<b>ADD</b>	<b>\$1,500.00</b>
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**Kevin Crouch**

**Project Manager**



## **WCD-3 AND FORMAL PRICING**



*Environmental Engineers & Consultants  
7256 Company Drive  
Indianapolis, IN 46237*

*PH: (317) 888-1177 FAX: (317) 887-8641*

# WORK CHANGE DIRECTIVE #3

---

**TO:** Russell Jacobs, Crosby Construction

**FROM:** Amy Mendoza, P.E., Commonwealth Engineers, Inc.

**CC:** Jeremy Hardy, P.E., Commonwealth Engineers, Inc.  
Darren Wells, P.E., Commonwealth Engineers, Inc.

**DATE:** November 15, 2024

**SUBJECT:** Town of Bristol, Indiana Wastewater Treatment Plant Improvements, Work Change Directive No. 3

---

**Issue:**

NIPSCO constructed a new gas main through the originally-planned location for relocated Lift Station 3. Engineer is shifting LS 3 further into the park to avoid this conflict.

**Work Directive:**

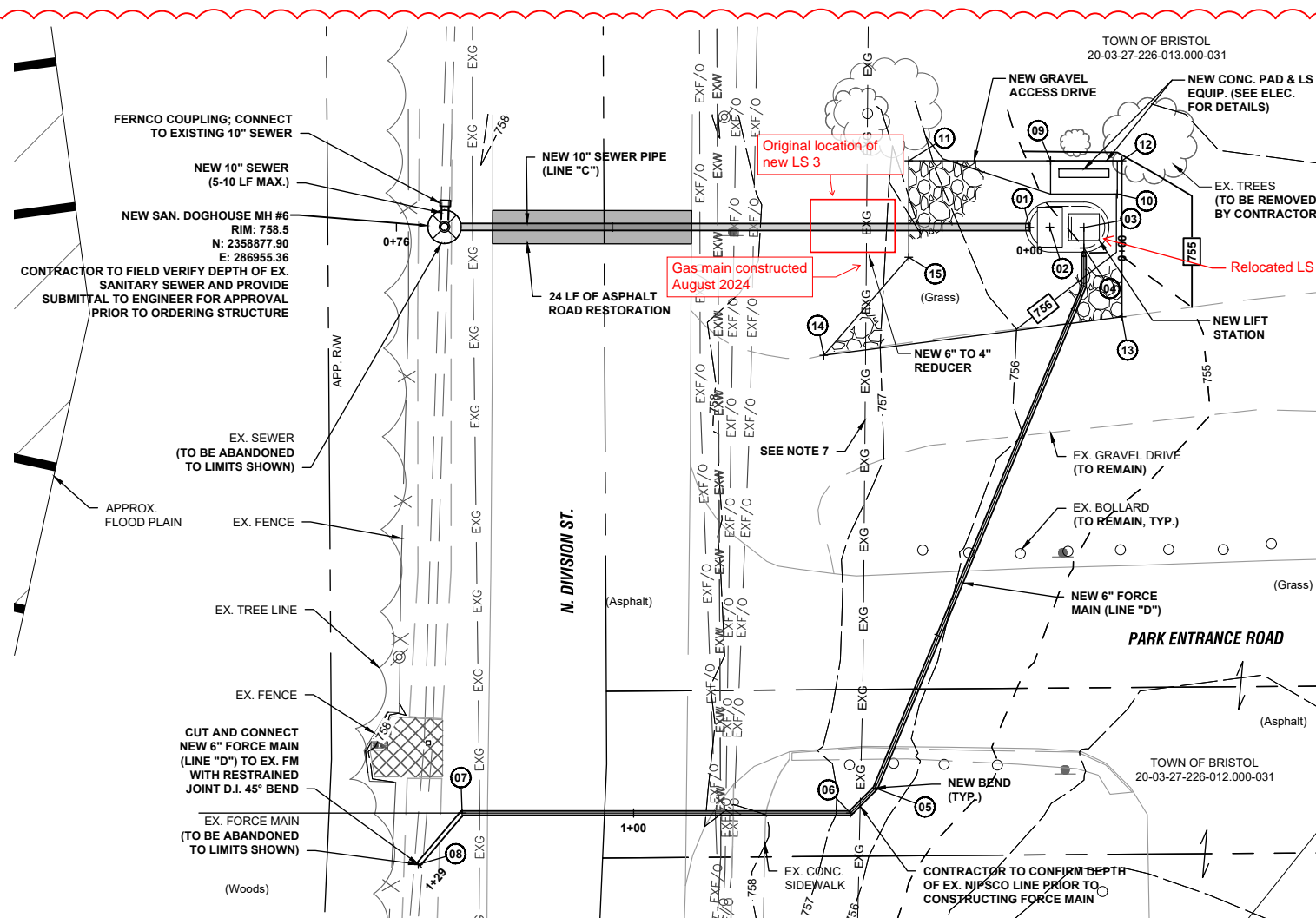
The new location for Lift Station 3 is reflected in the attached plan sheets. Updated elevations for setpoints, incoming sewer invert, and outgoing forcemain invert and forcemain route are also included. The lift station overall depth and pump selection are not changing. There are existing trees near the new lift station location that are to be removed by the Contractor.

The approximate location of the new gas main is shown on the plans. Contractor shall locate the gas main prior to construction of the new sewer lines.

The Contractor shall review this Work Change Directive No. 3 and notify the Engineer if any additional clarifications are necessary regarding this issue prior to submitting their proposal for this portion of the work.

**Attachments:**

- Revised Sheets: D9-04, D9-08



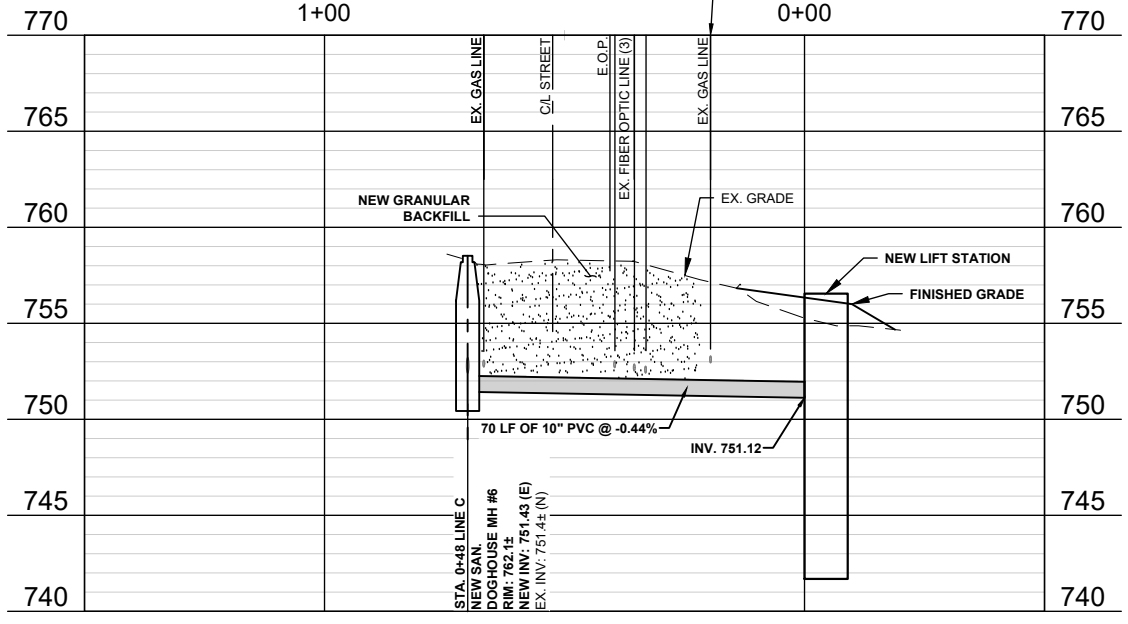
**EX. LIFT STATION NO. 3  
SITE IMPROVEMENTS PLAN**

SCALE: 1"=10'-0"  
0 10' 20'

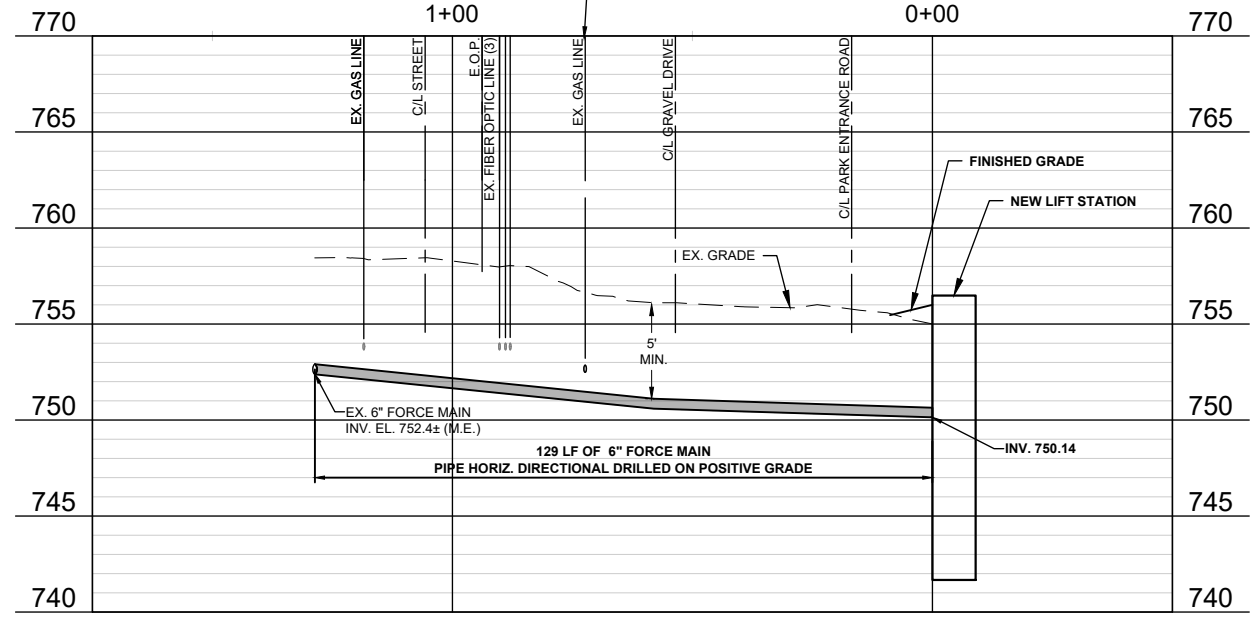
- NOTES:**
- CONTRACTOR SHALL PROTECT/ SECURE CONSTRUCTION SITE PERIMETER FROM PUBLIC ACCESSIBILITY AT ALL TIMES.
  - INSTALL EROSION CONTROL PRIOR TO ANY GROUND DISTURBING ACTIVITY IN ACCORDANCE WITH INDIANA STORM WATER CONTROL CONCEPT AND DETAILS.
  - CONTRACTOR SHALL OBTAIN COUNTY R/W PERMITTING PRIOR TO STARTING WORK ACTIVITY.
  - CONTRACTOR SHALL CONDUCT THE OPEN CUT ACROSS N. DIVISION ST. DURING MONTHS OF NOVEMBER TO MARCH ONLY.
  - A PEDESTRIAN BRIDGE PROJECT MAY BE OCCURRING SIMULTANEOUS TO THIS PROJECT. CONTRACTOR SHALL COORDINATE WITH OTHERS.
  - TRAFFIC SHALL NOT BE RESTRICTED WHEN PERFORMING WORK. FOLLOW SIGNING REQUIREMENTS ON SHEET MOTXX. IF ONE LANE OF TRAFFIC REQUIRES BRIEF INTERRUPTION, IT SHALL BE DONE DURING OFF PEAK TRAFFIC PERIODS AND UTILIZING THE FLAGGING REQUIREMENTS OF THE IMUTCD, CURRENT EDITION.
  - APPROX. NIPSCO GAS MAIN LOCATION, TYP. DEPTH 32" TO 48", APPROX. 21 FT. FROM EDGE OF ROAD. CONTRACTOR TO CALL 811 AND LOCATE PRIOR TO CROSSING WITH NEW SEWER LINES.

SITE LOCATION COORDINATES			
POINT NO.	DESCRIPTION	NORTHING	EASTING
01	WETWELL INFLUENT	2358877.84	287025.53
02	WETWELL CENTER	2358877.87	287027.95
03	VALVE VAULT CENTER	2358877.84	287032.03
04	VALVE VAULT EFFLUENT	2358875.38	287032.03
05	BEND (AS REQD.)	2358810.60	287007.03
06	45 DEG. BEND 02	2358807.60	287004.03
07	45 DEG. BEND 03	2358807.60	286957.47
08	FORCEMAIN CONNECTION	2358801.42	286952.22
09	CONC. PAD NW CORNER	2358885.84	287028.03
10	CONC. PAD SE CORNER	2358881.84	287036.03
11	ACCESS DRIVE CORNER	2358885.84	287011.03
12	ACCESS DRIVE CORNER	2358885.84	287036.60
13	ACCESS DRIVE CORNER	2358867.12	287036.60
14	ACCESS DRIVE CORNER	2358862.51	287000.84
15	ACCESS DRIVE CORNER	2358874.26	287011.03

- MANDATORY ALTERNATES**
- MA1 - LIFT STATION 1 REPLACEMENT
  - MA2 - LIFT STATION 3 REPLACEMENT
  - MA3 - LIFT STATION 8 REPLACEMENT
  - MA4 - LIFT STATION 10 UPGRADES
  - MA5 - LIFT STATIONS SYSTEM-WIDE SCADA UPGRADES (PER SHEET E9-7)



**PROFILE - LINE "C"**



**PROFILE - LINE "D"**

HORIZONTAL SCALE: 1" = 20'-0"  
0 10' 20' 40' 60'

VERTICAL SCALE: 1" = 5'

**COMMONWEALTH ENGINEERS, INC.**  
A member of the COMMONWEALTH ENGINEERS GROUP, INC.  
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FORT WAYNE, IN.  
CROWN POINT, IN.  
BOWLING GREEN, KY.  
SOUTH BEND, IN.  
<https://commonwealthengineers.com/>

REGISTERED PROFESSIONAL ENGINEER  
No. 12300262  
STATE OF INDIANA  
Signature: *Amey L. Mendocza* Date: 12/21/2023

**TOWN OF BRISTOL  
ELKHART COUNTY, INDIANA  
WASTEWATER TREATMENTS  
PLANT IMPROVEMENTS  
PROJECT**

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1-800-382-5544  
(IT'S THE LAW)

No.	Submital / Revision	Date	By
1	REPLACE SHEET - ADD 2	DSW 01/24/24	ALM
2	REPLACE SHEET - WCD 3	ALM 11/12/24	

Designed By: DSW	Drawn By: JAJ	Checked By: AR
Issue Date: 12/21/2023	Project No: S22145	Scale: AS SHOWN

**EXISTING LIFT STATION  
NO 3. SITE  
IMPROVEMENTS PLAN  
(MA2)**

File: Z:\GWS\Bristol\0327146\WWT\IMPROVEMENTS\SCADA\CURRENT\ELKHART\EXISTING LIFT STATIONS.DWG  
 Sheet: 11/15/2024 11:52:51 AM Project: 11/15/2024 11:22:05 AM. Created by: Jay Johnson. Last saved by: Jay Johnson

# CROSBY

CONSTRUCTION

December 10, 2024

Ms. Amy Mendoza  
Commonwealth Engineers, Inc.  
7256 Company Drive  
Indianapolis, IN 46237

Re: Town of Bristol Wastewater Treatment Plant  
Work Change Directive No. 3

Dear Ms. Mendoza:

In accordance with Work Change Directive #3 we are pleased to submit the costs associated with relocating lift station No.3.

- Cost to relocate lift station. Add eight thousand six hundred twelve dollars and no/100. \$8,612.00

Please let us know if you have any questions or need additional information.

Sincerely,

CROSBY CONSTRUCTION, INC.



Russell Jacobs  
Vice President

Date:		Description:										WCD # 3 LS 3 relocation		Job #	
Description	Qty.	Change description	Crew	MH	UM	UPL	Labor	CC	Materials	CC	Job Exp.	CC	subs	CC	Totals
Niblock		Crosby PM time	PM	2	HR	\$ 225.00	\$ 450.00								\$450
							\$ -								\$0
	1	LS 3 relocation Per WCD 3					\$ -						7,632		\$7,632
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
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							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
							\$ -								\$0
	Subtotal							\$ 450.00		\$ -		\$ -		\$7,632.46	
Subcontractor Bond												0	\$0		\$0
Tax - General Condition Items ONLY												7%	\$0		\$0
Project Insurance													\$0		\$0
Builders Risk												By Owner	\$0		\$0
Job Bond												1%	\$80.82		\$80.82
Architectural												0%	\$0		\$0
Sub Total							450		0		0		\$7,713.28		\$8,163.28
Overhead & Profit												L&M Columns	15%	\$67.50	\$67.50
Overhead & Profit												Subcontractor Column	5.0%	\$381.62	\$381.62
Total Job							450		0		0		\$8,162.41		\$8,612.41

## **WORK CHANGE DIRECTIVE #3**

- **Additional 26 lft of 10" PVC**
- **Additional 6 lft of 6" Force Main**
- **2 each Tree Removal**

<b>LABOR</b>	<b>\$</b>	<b>1,048.82</b>
<b>MATERIAL</b>	<b>\$</b>	<b>1,802.21</b>
<b>EQUIPMENT</b>	<b>\$</b>	<b>1,281.43</b>
<b>SUBCONTRACTOR</b>	<b>\$</b>	<b>3,500.00</b>

**Total additional cost for WCD #3 = \$7,632.46**