



To: Glenn Marcos, Chief Procurement Officer  
From: Phil Thornburg, Parks and Recreation Director  
Date: February 15, 2023  
Re: Change Order No. #2 for Project #12582

Job Description: Project 12582, Aquatic Center South Building Project  
Contractor: Hensel Phelps Construction Co. (Hensel Phelps)  
Amount: Total amount of Change Order #2, (\$48,742.00) plus 273 additional days  
Funding: P12582.353

The purpose of this Change Order is:

This is a deductive change order in the amount of (\$48,742.00) to unencumber funds from cost savings on the Aquatic Center South Building Project currently encumbered through the owner testing allowance funds in the construction contract. Additionally, this request will cover (6) zero-dollar changes for the purpose of authorizing the use of \$58,369.00 from the Owner Contingency and Owner’s Testing Allowance to fund the (6) changes below to the Aquatic Center South Building Project. These are Owner Contingency funds currently encumbered in the construction contract. Per Article 9.2.D.5 of the executed agreement, a zero-dollar change order must be executed to use Owner Contingency dollars.

**FUNDED THROUGH COMBINATION OF OWNER’S CONTINGENCY & OWNER’S TESTING ALLOWANCES INCLUDED IN CONTRACT**

**CE 4 - AT&T INTEGRATION - \$2,281.00**

The City authorized Hensel Phelps to utilize owner’s contingency funds to cover the cost to install additional conduits required to obtain AT&T service to the building.

**CE 5 – BASE FLAC TEMPORARY CERTIFICATE OF OCCUPANCY BARRIERS - \$22,794.00**

The City authorized Hensel Phelps to utilize owner’s contingency funds to cover the cost to provide temporary barriers along the pools which were beyond the original scope of work. This was so the City was able to operate the pools while the south building was still under construction.

**CE 6 – TECO GAS LINE EXTENSION TO SPA - \$15,237.00**

The City authorized Hensel Phelps to utilize owner’s contingency funds to cover the cost to install a gas line extension between the TECO gas meter and the spa. This was necessary as TECO’s scope of work only covers the installation of a service line from the right of way to the gas meter.

**CE 7 – MISCELLANEOUS OWNER CHANGES - \$5,727.00**

The City authorized Hensel Phelps to utilize owner’s contingency funds to cover miscellaneous additional costs associated with owner directed changes to the project.

**CE 8 – OMEGA TIMING REMOBILIZATION - \$7,368.00**





The City authorized Hensel Phelps to utilize owner’s contingency funds to cover a portion of the cost associated with the remobilization of Omega Timing due to the lack of internet service at the time of the originally scheduled install.

**CE 9 – BROWARD COUNTY PERMIT FEES - \$3,076.00**

The City authorized Hensel Phelps to utilize funds from the owner’s testing balance to cover the cost for miscellaneous permit fees paid directly by Hensel Phelps and their subcontractors.

**CE 10 – ADDITIONAL HOSE BIBBS - \$1,886.00**

The City authorized Hensel Phelps to utilize funds from the owner’s testing balance to cover the cost to install 3 additional hose bibbs as requested by the Aquatic Center staff.

**CREDIT**

**CE 11 – OWNER TESTING ALLOWANCE SAVINGS – (\$48,742.00)**

This change estimate is a credit from the remaining balance of owner’s testing allowance dollars included in the contract. Hensel Phelps did not need to use the entire testing allowance provided through the contract.

Hensel Phelps is the design builder for the Aquatic Center Project and is responsible for providing the design and constructing the project. These are additional items and different than what was shown on the design criteria package (DCP) which was included in the City’s bidding documents and was the basis upon which Hensel Phelps submitted their contract price.

Hensel Phelps tracks any deviations from the DCP and/or construction drawings as a trend estimate during the design process and as a change estimate during the construction process and/or once they have a sub-contractor hired to perform the scope of work. Once the estimate backup and price have been negotiated and finalized, they are signed by the City’s Representative. Backup for these items are attached as Change Estimate 004, Change Estimate 005, Change Estimate 006, Change Estimate 007, Change Estimate 008, Change Estimate 009, Change Estimate 010 and Change Estimate 011.





**NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED – TOTAL CREDIT (\$48,742.00)**

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Item No.1      Description  
Owner’s Testing Allowance Savings  
**DEDUCT (\$48,742.00)**

**NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED – TOTAL ADDITIVE COST (\$0.00)**

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Item No.1      Description  
AT&T INTEGRATION  
**ADD \$2,281.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**

Item No.2      Description  
BASE FLAC TEMPORARY CERTIFICATE OF OCCUPANCY BARRIERS  
**ADD \$22,794.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**

Item No.3      Description  
TECO GAS LINE EXTENSION TO SPA  
**ADD \$15,237.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**

Item No.4      Description  
MISCELLANEOUS OWNER CHANGES  
**ADD \$5,727.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**

Item No.5      Description  
OMEGA TIMING REMOBILIZATION  
**ADD \$7,368.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**

Item No.6      Description  
BROWARD COUNTY PERMIT FEES  
**ADD \$3,076.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP**





Item No.7	Description ADDITIONAL HOSE BIBBS <b>ADD \$1,886.00 – FUNDED WITH CONTINGENCY DOLLARS, THEREFORE THERE IS NO IMPACT TO THE GMP</b>
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<b>NET AMOUNT OF THIS CHANGE ORDER</b>	<b>(\$48,742.00)</b>
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<b>ADDITIONAL CONTRACT TIME BEING REQUESTED</b>	<b>TWO HUNDRED AND SEVENTY-THREE (273) CALENDAR DAYS</b>
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<b>THE TOTAL AMOUNT OF THIS CHANGE ORDER</b>	<b>(\$48,742.00)</b>
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This Change Order provides for all costs and schedule adjustments associated with completing the work, including materials, labor, equipment, bond, insurance, overhead, profit, impacts, and any and all related items or associated costs incurred or resulting from the items listed above, and is provided in accordance with Article 13 – Changes in the Work of the Contract.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

Hensel Phelps Construction Co.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Gregory Jennings, Project Manager

CITY OF FORT LAUDERDALE,  
a municipal corporation of the State of  
Florida.

\_\_\_\_\_  
Glenn Marcos, CPPO, CPPB, FCPM, FCPA  
Chief Procurement Officer

Date: \_\_\_\_\_  
\*Pursuant to Section 2-179 Code of Ordinances of  
the City of Fort Lauderdale, Florida

C: Financial Administrator  
Project File



**CHANGE ORDER SUMMARY SHEET**

ORIGINAL CONTRACT AMOUNT	\$9,850,000.00
COST OF CHANGE ORDERS TO DATE	\$51,692.00
COST OF THIS CHANGE ORDER	(\$48,742.00)
<b>TOTAL:</b>	<b>\$9,852,950.00</b>
ORIGINAL CONTRACT TIME	554 calendar days
TIME ADDED TO DATE	0 calendar days
TIME ADDED TO THIS CHANGE ORDER	273 calendar days
<b>TOTAL:</b>	<b>827</b> calendar days

**SCHEDULE OF CHANGE ORDERS TO DATE**

C.O.#	DATE	DESCRIPTION	AMOUNT OF COST OR CREDIT
1	12/16/2021	FPL Delay	\$51,692.00

