



Interoffice Memorandum

July 13, 2023

TO: Mayor Jerry Demings  
-AND-  
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

*KUN for*  
CONTACT PERSON: Kenneth J. Leeming, P.E., Manager  
Highway Construction Division

PHONE NUMBER: (407) 836-7930

SUBJ: **Approval of Change Order No. 3-PW to Document No. Y23-741-R2  
Pine Hills Road Pedestrian Safety Improvements Phase 2**

Change Order Request No. 3-PW to Document No. Y23-741-R2 is required for the Pine Hills Road Pedestrian Safety Improvements Phase 2 project. This change order, in the amount of \$688,493, increases the original contract amount from \$10,309,067 to \$11,090,450, an increase of 7.58%.

The current change order provides for additional work which was not shown on original plans but must be completed to meet ADA compliance and pedestrian safety.

The original contract dated March 2, 2023, in the amount of \$10,309,067, provided for construction of a raised median along Pine Hills Road and State Road 50 to Figwood Lane and upgraded mast arms at two intersections.

A summary of previous change orders is provided below.

Change Order 1-PW in the amount of \$42,900 was approved in May 2023 and provided for Law Enforcement Services due to safety concerns and high crime activity.

Change Order 2-PW in the amount of \$49,990 was approved in May 2023 and provided for a new Traffic Controller Assembly at the Hernandes Drive Intersection.

Funds for this change order will be available in accounting line 1003-072-5137-6311.

**Action Requested: Approval of Change Order No. 3-PW to Document No. C23741/Y23-741-R2 Pine Hills Road Pedestrian Safety Improvements Phase 2 with RMS Construction Group, LLC in the amount of \$688,493 for a revised contract amount of \$11,090,450. District 6.**

JCK/KJL/PMK

Attachment



BCC Mtg. Date: July 25, 2023

For Review:

K. Boyle  
C. Hedum

**ORANGE COUNTY HIGHWAY CONSTRUCTION  
CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Name: RMS Constructors Group, LLC  
Vendor Code: 73763 Date: 06/28/23  
Change Order Request No: 3-PW Document No.: C23741 / Y23-741-R2

Project: Pine Hills Road Pedestrian Safety Improvements Phase 2  
Funds Chargeable Number: 1003-072-5137-6311 & 6129/23  
Add Items: XXX Encumber Funds: XXX

REF. NO.	DESCRIPTION	ADJUSTED QUANTITY (+/-)	UNIT	UNIT PRICE	ADJUSTED AMOUNT (+/-)
*	Mobilization	1.00	LS	\$ 81,969.62	\$ 81,969.62
*	Clearing and Grubbing	1.00	LS	\$ 133,708.87	\$ 133,708.87
*	MOT	1.00	LS	\$ 73,774.53	\$ 73,774.53
9	Concrete Curb and Gutter, Type F	3115.00	LF	\$ 50.00	\$ 155,750.00
13	Concrete Sidewalk, 4"	166.00	SY	\$ 90.00	\$ 14,940.00
14	Concrete Sidewalk, 6"	2279.00	SY	\$ 100.00	\$ 227,900.00
15	Detectable Warnings	9.00	SF	\$ 50.00	\$ 450.00
<b>Total</b>					<b>\$ 688,493.02</b>

During a field review of existing conditions it was noted that additional work is required to make the entire project ADA compliant. An additional sixty (60) days will be added to contract time.

**CHANGE IN DELIVERY COMPLETION DATE: 60 Days**

SUBSTANTIAL COMPLETE DATE : 7/18/2024 Adjusted Substantial Completion Date: 9/16/2024  
FINAL COMPLETION DATE : 9/16/2024 Adjusted Final Completion Date: 11/15/2024

**THIS SECTION FOR CONTRACTS ONLY**

Previous Contract Total Dollars \$ 10,401,957.71  
Net Dollars for this Change \$ 688,493.02  
New Contract Total Dollar \$ 11,090,450.73

This change order request includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

The contractor understands that this is a "Change Order Request" only and that no contract changes have been implemented at this time. The contractor also understands that the above requested changes are subject to the approval of the Purchasing and Contracts Division Manager or designee and subsequent processing of a "Change Order".

**ACCEPTED FOR CONTRACTOR BY:**

Vendor/Contractor Authorization

Date: 6/28/2023  
Mike Bahamkhan, Manager, RMS Constructors Group, LLC

Departmental Approval

Date: 6/28/23  
Kenneth J. Leaming, P.E., Manager, Highway Construction Division

Engineering Approval

Date: 6/29/23  
Raymond L. A. Williams, P.E., Manager, Public Works Engineering Division

# RMS Constructors Group, LLC.

CGC No: 1507424

Date: June 20, 2023

Attn: Mr. Christopher J. Hedum  
Chief Engineering Inspector  
Highway Construction Division - Orange County Public Works  
4200 South John Young Parkway  
Orlando, FL 32839-9205

Re: Y23-741-R2: Pine Hills Pedestrian Safety Improvements Phase 2  
**Change Request No. 03R-2: Plan Revision No. 01**

Chris,

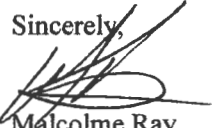
The attached revised proposal is being submitted per the noted changes in Plan Revision No. 01 on the referenced project in which a general summary of the scope of these revisions include:

- Quantity Adjustments: Increases in Contract Items for Curb & Gutter, Sidewalks, Detectable Warnings.
- Roadway Modifications: Construct proposed median curb and traffic separator to match existing roadway grades.

Note: The result of the request is an **additive** change order in the amount of **\$688,493.02**. We would also like to request **60 calendar days** for the proposed additional scope. Additional evaluations for time and Lump Sum cost items may be considered should the scope of work exceed the estimated revised quantities.

Your consideration in this matter is appreciated.

Sincerely,



Malcolme Ray  
Project Manager  
(504) 338-1203

6996 Piazza Grande Ave  
Suite 212  
Orlando, FL 32835  
Office: 407-872-7000  
Fax: 407-442-0719

**CHANGE ORDER WORKSHEET**

RMS Constructors Group, LLC.	OWNER:	Orange County Public Works	CONTRACT DURATION:	490 Calendar Days	DATE SUBMITTED	6/29/2023
	PROJECT #:	Y23-741-RZ	CONTRACT ITEM:	see below	DATE APPROVED	
	PROJECT NAME:	Pine Hills Road Improv. PH. 2	CHANGE REQUEST:	3R-2		
PROPOSED ADDITIONAL SEWALK RECONSTRUCTION FOR ADA COMPLIANCE						

ACTIVITY / SCOPE	Unit / Description	Quantity	LABOR			EQUIPMENT			MATERIAL			SUBCONTRACTOR							
			Hours	Rate	Amount	Hours	Rate	Amount	Months	Rate	Amount	Freight	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount	
<b>Mobilization</b>		1 LB																	
Additional Plant Closing Changes (Highways)	Arpa	40												40 00	\$ 1,250.00	\$ 50,000.00			
<b>Maintenance of Traffic (Additional Night Staff)</b>		48 EA															48 00	\$ 1,025.00	\$ 48,125.00
Lane Closure	Push-File	1																	
Network Closure (Extended Time/Weekly Network Push - 2 Weeks)	Push-File	1												2 00	\$ 490.00	\$ 980.00			
Vehicle Message Boards (2 EA) (Time Extension)	Push-File	2												90 00	\$ 50.00	\$ 4,500.00			
Flagging/Concrete Strip Marking - 24 Hour Shift	Laborer	2	320 0	\$ 18.00	\$ 11,520.00		\$ 27.00												
<b>Existing Roadway As-Built for Grade Revisions</b>		1 LB																	
Additional Construction Survey	On-Paid Survey (Hours)	100															100 0	\$ 220.00	\$ 22,000.00
<b>Clearing &amp; Grubbing (Concrete Removal &amp; Disposal)</b>		1 LB																	
Foreman of Pickup		1	300 0	\$ 45.00	\$ 13,500.00	90 0	\$ 87.50	\$ 7,875.00	2 0	\$ 1,200.00	\$ 2,400.00								
Laborer		3	300 0	\$ 18.00	\$ 5,400.00	90 0	\$ 27.00	\$ 2,430.00											
Operator		1	350 0	\$ 24.00	\$ 8,400.00	90 0	\$ 35.00	\$ 3,150.00											
25.5 M3 Excavator Loader	Special Service	1							1 0	\$ 3,315.00	\$ 3,315.00								
Dump Trucks (Heavy)	Heavy Trucking	1															360 0	\$ 95.00	\$ 34,200.00
<b>S25-1-N: Concrete Curb and Gutter, Type F (Add. Quantity)</b>		3115 LF															3,115 0	\$ 50.00	\$ 155,750.00
Contract Unit Price																			
<b>S25-1: Concrete Sidewalk, 4" (Add. Quantity)</b>		198 SY															198 0	\$ 90.00	\$ 17,820.00
Contract Unit Price																			
<b>S25-2: Concrete Sidewalk, 6" (Add. Quantity)</b>		2279 SY															2,279 0	\$ 100.00	\$ 227,900.00
Contract Unit Price																			
<b>S27-2: Detectable Warnings (Add. Quantity)</b>		9 SF															9 0	\$ 50.00	\$ 450.00
Contract Unit Price																			
<b>Subtotal:</b>			1,498 0		\$ 59,898.00		\$ 10,895.00		\$ 5,715.00		\$ 59,468.00								\$ 391,268.00
						BURDEN	26.00%												
									\$ 10,223.53	Bidder Tax	0.50%	\$ 271.48							\$ 3,604.90
									\$ 91,838.53			\$ 6,986.48							\$ 391,268.00

**Change Order Summary by Item**

Contract Unit Price Total:	
Existing Pay Item Quantity Increases	\$ 300,040.00
<b>Total</b>	<b>\$ 300,040.00</b>
Contract Unit Price Total:	\$ 391,268.00

**Change Order Summary by Item**

Mobilization	\$ 50,000.00
Materials	\$ 7,800.00
Subtotal	\$ 57,800.00
Bond @ 1.01%	\$ 583.71
<b>Total</b>	<b>\$ 58,383.71</b>

**Change Order Summary by Item**

Maintenance of Traffic (1 LB)	\$ 48,125.00
Labor	\$ 23,430.00
Materials	\$ 32,280.00
Subtotal	\$ 103,835.00
Markup @ 15%	\$ 15,575.25
Subtotal	\$ 119,410.25
Subcontractor	\$ 48,025.00
Markup @ 7.0%	\$ 3,361.75
Subtotal	\$ 51,386.75
Bond @ 1.01%	\$ 518.77
<b>Total</b>	<b>\$ 172,771.00</b>

**Change Order Summary by Item**

Construction Survey	\$ 22,000.00
Subcontractor	\$ 1,889.89
Markup @ 7.0%	\$ 138.29
Subtotal	\$ 24,118.18
Bond @ 1.01%	\$ 243.61
<b>Total</b>	<b>\$ 24,361.79</b>

**Change Order Summary by Item**

Clearing & Grubbing	\$ 17,840.97
Labor	\$ 17,840.97
Subtotal	\$ 17,840.97
Markup @ 10%	\$ 1,784.09
Subtotal	\$ 19,625.06
Subcontractor	\$ 34,200.00
Markup @ 7.0%	\$ 2,394.00
Subtotal	\$ 36,594.00
Equipment	\$ 6,800.00
Freight	\$ -
Subtotal	\$ 6,800.00
Markup @ 15%	\$ 1,020.00
Subtotal	\$ 7,820.00
Bond @ 1.01%	\$ 78.98
<b>Total</b>	<b>\$ 135,768.07</b>



CUSTOMER RMS CONSTRUCTORS GROUP  
 LLC  
 CUSTOMER NO. 32573  
 ATTENTION Mike Rahmankhah

SALES REP. Kevin Gross  
 PHONE +1 4073885462  
 EMAIL kgross@argos-us.com

PROJECT  
 PINE HILLS SAFETY IMPROVE PH II

QUOTE NO. Q-65702  
 DATE QUOTED 12/09/2022  
 EXPIRATION DATE 01/08/2023

ADDRESS  
 PINE HILLS RD  
 ORLANDO, FL  
 32811-1649

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
30CAV728	3000	3000COMAIRASHSLAGBS	0.58	4	\$150.00
30SAV505	3000	3000SPECIRASHSLAG78CM	0.55	1	\$160.00
30SAV768	3000	3000SPECIRASHSLG78P2	0.53	6	\$156.00
<del>RESALE</del>		RESALE	0.00		\$0.00
50CNX301M		3000 PSI @ 24 HOURS	0.32		\$190.00

**ASSOCIATED ITEMS**

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
FCY		FUEL FEES PER CYD	0.00		\$6.00
ECY		ENVIRONMENTAL FEE PER CYD	0.00		\$1.50
M41		MIN LOAD 200 UP TO 5 CY	0.00		\$200.00

**PRICE ESCALATIONS**

Effective Date	Amount
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**PAYMENT TERMS** Net due day 10 next month

**TAXES** Additional taxes will be charged as necessary in accordance with the local tax code.

**OTHER TERMS** Upon quote acceptance, the pricing on this quote is valid until 07/01/2023, at which point an escalator of \$8.00 per CY will go into effect. After 07/01/2023 the price per CY will increase every 6 Months by \$8.00.

Pricing for associated items or service charges follow our standard pricing unless otherwise stated on this document.

Core testing will be assigned per set and invoiced, if required by the project.

An after hours plant opening charge of \$1,250.00 per night will be applied to any pour times prior to 5:00 a.m. weekdays Monday through Thursday. Additionally, if night pours are not cancelled 24 hours prior to the scheduled time of pour, the plant opening charge will be assessed. Argos reserves the right to re-negotiate plant opening and truck charges based on delivery requirements.

**EXCEPTIONS**





## Terms and Conditions

1. This quotation is void unless accepted within 30 days from the date hereof and unless continuous shipment is started within 30 days from date of order
2. If during the life of a contract set forth by this proposal, the purchaser's financial responsibility or credit standing becomes impaired or his method of paying accounts become unsatisfactory to the seller, the seller reserves the right to require the purchaser to make payment in advance or give satisfactory security or guarantee that the invoices will be promptly paid when due and if the purchaser fails to do so, the seller reserves the right to cancel the contract.
3. The prices quoted herein will be increased to cover any municipal, county, state, or federal tax levied after the date of this quotation.
4. Ready-mix concrete is charged to the purchaser's account when loaded into the truck at the seller's plant and is not returnable for credit.
5. This quotation and the prices quoted herein shall be valid only as to concrete delivered for the performance of the original scope of work in the purchaser's contract to which this quotation pertains. As to any work added to the purchaser's contract, seller shall have the right to negotiate the price, and conditions thereof, or to cancel the contract as to such work.
6. Prices and quantities are based on the wet volume at the time of discharge from the delivery truck.
7. Prices quoted herein are for delivery between the hours of 8:00 a.m. and 6:00 p.m., Mondays through Fridays. Additional charges may be made for delivery during other than the hours noted above, or on Saturdays, Sundays and Legal Holidays. Prices for overtime or holiday deliveries will be quoted on request.
8. The purchaser agrees to give the seller reasonable notice of the time and rate of deliveries. All deliveries will be made on the best of the seller's ability and dispatch, but no claims will be allowed because of delay in delivery.
9. It is understood by purchaser that seller must purchase materials from sources which are occasionally limited, and the inability of seller to obtain such materials shall excuse seller's obligation to furnish any concrete committed hereunder which requires use of such materials.
10. The seller will not be liable for failure to make delivery when prevented by strikes, or any other labor trouble, accidents, or necessary repairs to machinery, fires, floods, or by acts of God, including but not limited to any causes beyond the seller's control.
11. The seller agrees to make delivery to the most accessible point over suitable roadways provided by the purchaser. The purchaser assumes all liability for damage to sidewalks, driveways, or other property, incurred as a result of deliveries beyond the curb line. Seller reserves the right to refuse to make delivery where such delivery may damage seller's truck.
12. An unload period of 5 minutes per cu. yd. will be allowed at the job site, based from the time the truck arrives at the job site. Trucks held in excess of the allowable unloading time may be billed to the purchaser.
13. Purchaser is allowed one piece load to complete a given pour; otherwise, charge will be made for trips of less than full loads.
14. Cement shall be Type 1L or Type I / II regular Portland cement, seller's option, unless specifically noted above. Variations from this type will be quoted on request.
15. Argos USA LLC makes no warranty except that the concrete furnished will meet the strength requirements for the project as set forth in the contract documents. All other warranties whether express or implied are hereby rescinded. This express limited warranty may not be modified or expanded unless done so in writing and signed by an officer of the company, and no agent of the company has authority to modify this limited warranty by oral representation or otherwise.
16. PURCHASER'S REMEDY FOR ANY BREACH OF CONTRACT OR WARRANTY HEREUNDER SHALL BE LIMITED, at seller's option, to the furnishing and delivery of replacement concrete, or a refund of the contract price. Purchaser shall not be entitled to and seller shall only be liable for replacement or refund, as outlined above.
17. The brand of cement used will be seller's option.
18. The seller agrees to use admixtures in accordance with the manufacturer's recommendations or as amended by the architect's or engineer's specifications, but will not assume any responsibility or the effect of such admixtures on the concrete before or after delivery.
19. All concrete shall be batched, mixed and delivered in accordance with requirements of ASTM Specifications C - 94 for ready-mixed concrete. Cement and aggregates shall meet the requirements of the applicable ASTM and AASHTO standard or specifications.
20. The purchaser's use of the prices quoted hereby, or any later modifications thereto agreeable to both parties, in submitting any quotation or bid to others, shall constitute an acceptance of the offer made hereby, with all terms and conditions stated herein. To the extent any purchase order thereafter issued by purchaser is inconsistent herewith, this quotation shall govern the obligations of the parties.
21. The seller is not responsible for the slump, strength or quality of any concrete to which water or any other material had been added by the purchaser or his agent or at his request. The seller has no control over the placing or handling of concrete after unloading and will not be responsible for placement, finishing, initial and final curing, placement of joints at proper spacing, and any aesthetic concerns/issues (such as cracks, discoloration, etc.) that may arise in the plastic and hardened state where the concrete has been used or is used.
22. Designs for ready-mixed concrete will be made to produce 27 cu. ft. yield per cu. yd. and the specified strength. The seller does not assume liability in connection with any design by other than the seller to produce 27 cu. ft. yield or specified strength.
23. Cost of testing is to the account of the purchaser.
24. Any stated or implied guarantee of concrete strength by the seller is contingent on all concrete testing work and subsequent evaluation of concrete test results being performed by the purchaser in full compliance with all provisions in the applicable ASTM, AASHTO and ACI standard or specification. No cost of any concrete testing is for the account of the seller except as may be required in referenced standards or specifications.
25. **ARBITRATION AND CLASS ACTION WAIVER:** In the event of any dispute, claim, question or disagreement ("Claims") arising from or relating to the transactions contemplated hereby, the parties agree to consult and negotiate with each other and attempt to reach a just and equitable solution reasonably acceptable to both parties. If the parties do not reach such a solution within a period of 60 days, then, upon written notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Construction Industry Arbitration Rules. Such arbitration shall proceed solely on an individual basis without the right for any Claim to be arbitrated on a class action basis or in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between the parties alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either party's right of appeal, if any portion of this "Arbitration and Class Action Waiver" provision is deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.



P.O. Box 770931  
Winter Garden, FL 34777  
Phone: 407-989-8102  
[marketing@on-pointsurveying.com](mailto:marketing@on-pointsurveying.com)  
[on-pointsurveying.com](http://on-pointsurveying.com)

If any changes arise or any additional work is needed, we would be happy to provide those services at our hourly rates or pre-determined lump sum fee.

To ensure our partners receive the best service possible, we build our proposals based on the number of mobilizations to the site that our field survey crew will need to complete each task of the scope. Our Hourly Rates for these services are as follows:

**Hourly Rates**

Project Manager	\$130
Project Surveyor	\$115
Field Survey Crew	\$125
Senior Survey Technician	\$95
Junior Survey Technician	\$70
Project Administrator	\$60

Thank you for your consideration in adding us to your project team!

If you have any questions, we are always available by phone or email.

Thank you,

**Sashy Faberllé**

Marketing Manager

Phone: 407-989-8178

E-mail: [marketing@on-pointsurveying.com](mailto:marketing@on-pointsurveying.com)

OPS Proposal No.: 2201357