



DEPARTMENT OF PUBLIC UTILITIES
 REGIONAL WASTEWATER MANAGEMENT
 WASTEWATER MANAGEMENT DIVISION
 5607 WEST JENSEN AVENUE - FRESNO CALIFORNIA 93705

CONTRACT CHANGE ORDER NO. 1

CONTRACT AWARDED BY: CITY COUNCIL REDEVELOPMENT AGENCY INFORMAL
 DATE OF AWARD April 21, 2016

PROJECT: Recycled Water Pump Station SHEET 1 of 2
 P.O. NO: 70588 PROJECT ID NO. TC00095 BID FILE NO. 3448
 TO: Clark Brothers Inc, 745 Broadway Street, Fresno CA 93721, CONTRACTOR

You are hereby requested to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: THIS CHANGE IS NOT EFFECTIVE UNTIL FULLY EXECUTED. Change requested by: **City of Fresno**

Description:

I. **CHANGES TO CONTRACT PLANS AND SPECIFICATIONS.**
 A. See sheets 2-3 of this change order for details (additional support documents are not numbered)

II. **CONTRACT PRICE**
 A. This Change Order No.1 results in a net decrease of \$-3739.7 to the contract price.

III. **CONTRACT TIME**
 B. Contract Change Order No. 1 results in a net time increase of 31 working days to the original contract time

Cost of this Change Order		Increase	STATEMENT OF CONTRACT TIME	
Estimated		Decrease	NUMBER OF DAYS	DATE
Exact	<input checked="" type="checkbox"/>			
	Net change			
Original contract price	\$ 1,833,967.00		Date of Notice to Proceed	May 25, 2016
Approved Cost Changes to Date	\$ -		Contract Working <input checked="" type="checkbox"/> Calendar Days	180
Total of all Contract Changes including this Change Order	\$ (3,739.70)		Computed Date for Completion	Nov 21, 2016
			Time extension days this CCO	31
			Total time extension days all CCO's	0
Net change in Contract Price is of the original Contract Price	-0.2%		Weather Days through 4/8/2011	28
			Suspended Days through	0
Revised Contract Price	\$ 1,830,227.30		Extended Date for Completion	Jan 19, 2017
			Substantial Completion	Jan 19, 2017

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price shown above.

Accepted Date: 6/7/17 Contractor: CLARK BROS. INC
 Signed By: [Signature] Title: SR. PROJECT MANAGER

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work.

Submitted By: [Signature] Raul Gonzalez, Professional Engineer
 Approved/Recommended: [Signature] Kevin Norgaard, P.E. Supervising Professional Engineer Date: 6-7-17

Authorized: Chief Administrative Officer
 Ex-officio Executive Director of the Redevelopment Agency (if change orders or total of change orders exceed 5 percent of contract price) Date: _____

Authorized: City Council Redevelopment Agency Minutes of Meeting Dated: _____
 (if change order or total change orders exceed 10 percent or \$100K of contract price or if individual change order exceeds Fresno City Charter limit or Section 33422 Health and Safety Code for Agency contracts.)

Authorized: Director Department of Public Utilities
 Engineer for the Redevelopment Agency Date: _____

Approved: City Manager
 Engineer for the Redevelopment Agency Date: _____

c. Kevin Norgaard, Project Manager

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**PROJECT: RECYCLED WATER PUMP STATION AT THE FRESNO/CLOVIS
REGIONAL WASTEWATER RECLAMATION FACILITY**

P.O. No: **70588**
Contractor: **Clark Brothers Inc.**

**ITEMS COVERED UNDER THIS
CHANGE ORDER NO.1:**

- ❖ **Item #1 – Recycled Water Pump equipment pad:** Provide all labor, equipment, materials and incidentals associated with work related to form and install 46'x13.5' concrete equipment pad and install necessary rebar as designed on TTDF DWG's 119 7S-10 and 169 7M-20. As requested in COR#1.
ADD \$8,000.00 AND NO ADDITIONAL DAYS
- ❖ **Item #2 – VFD Control Wire Revisions:** Provide all labor, equipment, materials and incidentals associated with work related to provide recycled water pump branch feeder circuits with control and power cables in the same raceway, replacing existing 6#250 Kcmil, 1#1 GRND, 2#12, 5#14 with 6#250 Kcmil, 1#1 GND, 2#12 & 5/C#14 (600 V shielded control cables XLPE insulation and drain), typical for feeder 7P-01A, 7P-02A, 7P-05A and 7P-06A.
ADD \$3,119.47 AND NO ADDITIONAL DAYS
- ❖ **Item #3 – Recycled Water Pump VFD signal and control cables:** Provide all labor, equipment, materials and incidentals associated with work related to provide Ethernet cable from recycled water pump VFD to PLC-10, conduit and wires for low level water cut-off for recycled water pump VFD, install control relays in PLC-10 and connect to VFD's and program PLC-10 as detailed in COR#3.
ADD \$5,140.83 AND 8 ADDITIONAL DAYS
- ❖ **Item #4 – Repair of Damaged 42" Recycled Water Pipe:** Provide all labor, equipment, materials and incidentals associated with work related to provide to repair damaged 42" recycled water pipe with the work being completed by a certified welder.
ADD \$30,000.00 AND 16 ADDITIONAL DAYS

SUPPLEMENTAL WORK RESOLUTION:

Resolution of the Force Account Allowance contained in the Bid Proposal
- **Item #1** – The bid documents contain an allowance \$50,000 for minor Owner approved changes to reimburse the Contractor for additional work performed prior to an executed Change Order being completed. No supplemental work was used on this project.

Deduct \$50,000

PROJECT CLOSEOUT AGREEMENT:

Project Closeout Agreement – Agreement reached to settle the outstanding items associated with the construction of the Recycled Water Pump Station at the RWRP. Contractor and City agree that this settles all outstanding items (including, without limitation), impacts, claims, etc., associated with the construction of the Recycled Water Pump Station.

Contractor hereby waives any right to prompt payment penalties, if any, under the California Public Contract Code, if applicable, or as otherwise may be related to the Project. The Contractor hereby waives any right to additional compensation for Owner caused delay periods, if any, associated with the Work on this Project. The Owner hereby waives any right to additional compensation for Contractor caused delay periods, if any associated with the Work on this Project. In agreeing to the mutual waivers provided for herein and only to the extent of such waiver, the parties agree to expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Subject to the above waivers, it is currently agreed by both parties that installation of all equipment on this Project was substantially completed on or before January 19, 2017 and that the warranty start dates for specified equipment are as set forth in the attached schedule entitled "BENEFICIAL USE/WARRANTY START DATES" which is incorporated herein by reference. If requested by the Contractor, the City will provide a letter of recommendation by and with the Assistant Director of Public Utilities, Wastewater Division, identified as the contact for inquiries. With this closeout agreement, the Owner agrees to grant Contractor an extension of 7 calendar days for avoidable delay.

End of Items to be Included in Change Order No. 1

This Change Order Represents Full and Final Consideration for the Items Listed above, including any and all delays, disruptions and impacts.

TOTALS FOR CONTRACT CHANGE ORDER NO. 1

Dollar decrease - \$ (3,739.70)

Thirty one additional work days