

Change Order No.: 2

Agreement Date: May 25, 2016

## Name of Project: Incorporated County of Los Alamos IFB 2016-52 Kwage Mesa Non-potable Water Line Replacement

### Contractor: Paul Parker Construction

## The following changes are hereby made to the Contract Documents:

JUSTIFICATION: See Attached

## CHANGE TO CONTRACT PRICE:

Original Price	\$290,016.00
Current Contract Price adjusted by previous Change Order	\$298,218.50
The Contract Price due to this Change Order will be increased by:	\$31,000.00
The new Contract Price, including this Change Order will be	\$329,218.50

## CHANGE TO CONTRACT TIME:

## SUBSTANTIAL COMPLETION:

Original Contract Time	45 calendar days.
Current Contract time adjusted by previous Change Order(s)	50 calendar days.
The Contract Time will be increased by	0 calendar days.
New Contract Time including this Change Order will be	50 calendar days.
The date for completion of substantial work will be	August 24, 2106

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#### FINAL COMPLETION

Original Contract Time	60 calendar days.
Current Contract time as adjusted by previous Change Order(s)	65 calendar days.
The Contract Time will be increased by	0 calendar days.
New Contract Time including this Change Order will be	65 calendar days.
The date for completion of all work will be	September 8, 2016

#### **APPROVALS REQUIRED:**

To be effective, this order must be approved by the Utilities Manager; or the Los Alamos County Council if the contract modification, change order, or contract price adjustment exceeds the funding budgeted and specifically appropriated for this project, or as may otherwise be required by the General Conditions.

The adjustment in Contract price and/or Contract time stated in this Change Order shall constitute the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all adjustments in the cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price and/or time, subject to the current scope of the entire work as set forth in the Contract or that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on this Change Order after it is properly executed.

Requested by Engineer:

Recommended by (Change Control Board):

Change Control Board Chairman

Approved by (Utilities Manager):\_

Timothy A. Glasco, PE, Utilities Manager

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If applicable, approved by the Co	ounty Council on the
Day of	, 2016.
Attest:	
(County Council	)
Print Name	
Title	
ACCEPTANCE OF CHANGE O	RDER
(Contractor name)	
Ву:	
Print Name	
Title	
(Corporate Seal)	
Attest:	
Print Name:	
Title:	
Date:	

#### KWAGE MESA NON-POTABLE WATERLINE REPLACEMENT CHANGE ORDER No.2 DESCRIPTION AND JUSTIFICATION September 12, 2016

**Pipeline Length Overage**. The original Owner-estimated pipeline length was about 350 LF less than actually installed. The estimate was based on GIS information, plus a certain percentage that would reflect the inevitable pipe curvature generated during installation. This length is difficult to accurately anticipate due to three factors: actual subsurface conditions are largely unknown, the slope of the surface under which the line will be installed, and contractor's ability to manage the procedure. Given these factors, in the HDD industry, overruns are generally shared equally by owner and contractor; however, in this case, it was mutually agreed that the contractor had better control on the than the owner could have ever had. Therefore, the liability would be shared 2/3 by contractor versus 1/3 by Owner. Based on bid prices, the total cost overrun was \$93,450, and the one third corresponding to the owner would have been \$31,150. Contractor agreed to round up the figure to \$31,000.