

CITY OF MERCED PROJECT NO. CP220069 CHANGE ORDER NO. 1

DATE: 04/17/2023

PROJECT NAME: Laura Fountain Repair

PROJECT LOCATION: Merced, California

CONTRACTOR: Solitude Lake Management

ADDRESS: 345 Industrial Way Benicia, CA 64510

REASON FOR CHANGE ORDER: Revision to materials to be used and work required for fountain removal. Proposed fountain liner material (Bid Item # 14 New Fountain Gunite" will be substituted for a more suitable material called Shotcrete. It was also determined that the fountains foundation was in good condition so the fountain itself did not require to be removed and replaced. This results in a savings for bid items 5 "Remove Fountain" & bid item 12 "Install Fountain". Bid item 5 "Remove Fountain" included the fountain walls, so savings includes 2/3 of that item total cost (1/3 was applied towards the fountain walls). Also added fountain lights for illuminating the fountain. See description of change below.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: 10

SKETCH / BACKUP ATTACHED: Yes

DESCRIPTION OF CHANGE:**Deducted Cost:**

No.	Description	Unit	Unit Price	Qty.	Total
5.	Remove Fountain	LS	23,500.00	2/3	\$15,745.00
12.	Install Fountain	LS	\$21,500.00	1	\$21,500.00
14.	New Fountain Gunite	SF	\$7.30	1	\$10,439.00

Total added deducted cost for Schedule "A": **(\$47,684.00)****Extra Cost:**

No.	Description	Unit	Unit Price	Qty.	Total
1.	Shotcrete	LS	\$69,960.68	1	\$69,960.68
2.	Extra Earthwork	LS	\$3,254.50	1	\$3,254.50
3.	New Lighting	LS	\$12,144.70	1	\$12,144.70

Total added cost for Schedule "A": **\$85,359.88**Total added cost for Schedule "A" on change order 1: **\$37,675.88**

ORIGINAL CONTRACT AMOUNT: \$ 201,011.93
CHANGE ORDER #1 AMOUNT: \$ 37,675.88
TOTAL PROJECT COST TO DATE: \$ 238,687.81

453
 FUNDS/ACCOUNTS VERIFIED:
 CP220069-GF - -
 10006010-591101

Total: **\$ 37,675.88**

FINANCE OFFICE

Digitally signed by Lance Dohman
 Date: 2023.04.26 09:53:54 -07'00'

DATE V-995

09/21/23
 09/20/23
 09/20/23

ACCEPTED Lance Dohman
 (CONTRACTOR)

RECOMMENDED Michael Wegley DATE 5/31/23
 (CITY ENGINEER)

RECOMMENDED

(PROJECT CHAMPION)

DATE

5-18-23

APPROVED

(CITY ATTORNEY)

DATE

6-6-2023

AUTHORIZED

(CITY MANAGER)

DATE

9/25/23

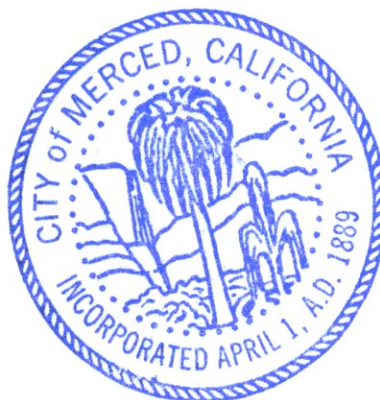
ATTESTED

(ASSISTANT/DEPUTY CITY CLERK)

DATE

9-25-2023

(SEAL)





LETTER OF TRANSMITTAL

Project: Project Number 122069 Laura Fountain Repair

Proposed Change Order #1 Addition of Submerged LED Lighting

To: City of Merced
Attn: Paul Flores
Engineering Department
678 W. 18th Street Merced, CA 95340
floresp@cityofmerced.org
209.388.8708

Date: 2/22/2023
From: Lance Dohman
SOLitude Lake Management
345 Industrial Way Benicia, CA 94510
ldohman@solitudelake.com
650.868.8240

We are sending you:

☐ Submittal
☒ Change Order No. 1
☐ Copy of Letter
☐ Plans
☐ Specifications
☐ Purchase Order
☐ Other _____

Copies	Date	Description
	2/22/2023	Proposal Workup
		Fountain Supply Co. Lighting Quote
		Alternate Crystal Fountains Lighting Quote (for reference only)

These are Transmitted:

☒ For Approval
☐ For your use
☐ As Requested
☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections

Comments:

To provide nighttime illumination of the fountain and improve public safety we are proposing the installation of 8 LED lights to illuminate the marble elements and water flows. The installation includes 8 lights, one flush mount junction box, cord seals, interconnecting conduits, wiring, potting of junction boxes, and a timer/transformer.

We are providing a quote from Crystal Fountains as an alternate. While we use them very frequently their price was higher.

Extra Work Order Number	01 Install LED Lighting Package
Submitted by:	Lance Dohman
Authorized by:	
Scope of Work Performed:	see note on page 1.

Materials

QTY	Description	Cost	EXT
1.00	LED Lighting Equipment from Fountain Supply	4356.00	\$4,356.00
1.00	Estimated Shipping and Insurance	500.00	\$500.00
16.00	Stainless steel anchors to secure lights to fountain floor	2.00	\$32.00
3.00	Hydraulic Cement to seal around conduits	22.41	\$67.23
240.00	LF 3/4" and 1" conduit	316.54	\$316.54
360.00	LF #4 stranded conductor	1.08	\$388.48
1.00	Intermatic T174 Electromagnetic timeclock	212.00	\$212.00
16.00	conduit sweeps, seal tight, male adapters, wire terminations, glue	168.78	\$168.78
		Subtotal Materials	\$6,041.02
Contractor's OH & Markup		20.00%	
		Total Materials	\$7,249.22

Labor

hrs	Description	Rate	
12.00	Install interconnecting conduits and submerged J-boxes	88.00	\$1,056.00
6.00	Install lights, install potting compound in J-boxes	88.00	\$528.00
3.00	Install timeclock	88.00	\$264.00
8.00	Wire pulls and terminations	88.00	\$704.00
3.00	Point and anchor lights after fountain filling	88.00	\$264.00
4.00	Materials procurement (offsite)	76.00	\$304.00
		Subtotal Labor	\$3,120.00
Contractor's OH & Markup		30.00%	
		Total Labor	\$4,056.00

Equipment and Mobilization

QTY	Description	Rate	
4.00	Crew truck with pipe bender, compressor, misc. tools (per day)	165.00	\$660.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal Equipment	\$660.00
Contractor's Markup		incl	
		Total Equipment	\$660.00
		Subtotal Extra Work	\$11,965.22
		Additional Bond Premium	\$179.48
		Total Extra Work	\$12,144.70

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Fountain Supply Company

26455 Summit Circle
Santa Clarita, CA 91350
Phone: (661) 254-4448
Fax: (661) 254-5777

Name / Address
Solitude Lake Management DBA
Aquatic Environments
345 Industrial Way
Benicia, CA 94510
USA

Ship To
Solitude Lake Management
345 Industrial Way
Benicia, CA 94510
USA

Quotation	
Quotation No.	Date
800741	2/21/2023

Sales Agent
Dan

Customer Contact
Lance

Project

Terms
Net 10

Item	Description	QTY	Cost	TOTAL
Focus Industries	SL33AB-BAT 24 DC MR16 BRASS UNDERWATER LIGHT, AIM BKT, ANG CAP, 3WC, 50FT, BLK ACID (Color BLK ACID) (less lamp)	8	246.00	1,968.00T
Lamps	7.5 Watt 12VAC LED Light 3000K	10	39.00	390.00T
PEM J2-1-1	freestanding underwater j-box 1 x 3/4 inch conduit x 4 x 1/2 inch outlets. 17cu in.	2	397.92	795.84T
PEM J14	1/2" Brass Cord Seal, cable OD 0.350" / 0.435"	8	32.18	257.44T
PC-21	Re-enterable Potting Compound 21oz (fills 36 cu in) Scotch-Cast 8882	2	29.48	58.96T
Duct Seal	Duct Seal, 1lbs (used to seal service wires into junction box)	1	13.00	13.00T
XFRM300	300 Watt 120 x 12,13,14 Volt Transformer	1	560.00	560.00T
	411-0939-055			
Freight Outbound	Freight and Insurance to be determined and then added when equipment ships		0.00	0.00
	California Sales Tax		7.75%	313.35

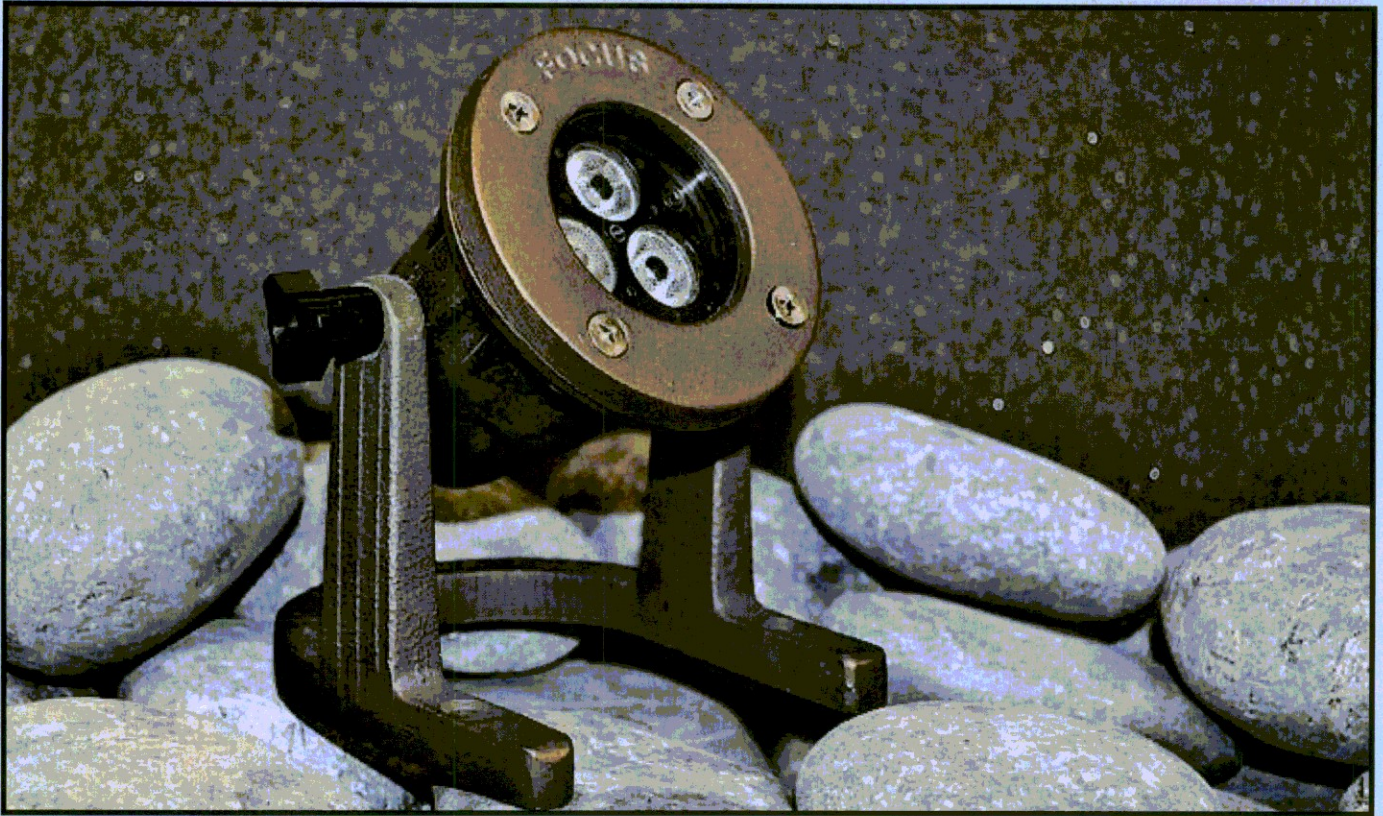
Quote Valid for 30 Days

TOTAL

\$4,356.59

Signature for Order Release

SL-33 UNDERWATER LIGHTS



UNDERWATER LIGHTS SL-33 SERIES



TYPE

SL-33-AB

SPECIFICATIONS

CONSTRUCTION: Cast brass body and cap; 316 Stainless Steel screws; Brass nickel-plated liquid tight straight bushing.

-AB models feature cast brass aiming bracket with large black thumb screws

LENS: High impact clear tempered flat glass

LAMP SUPPLIED: 20w MR16 ULTRA FL(BAB); 10,000 hours average rating (50w max)

LAMP OPTIONS: We recommend 35w MR16 TITAN 18,000 hours average rating or 4w ARROW LED 50,000 average rating

SOCKET: High temperature ceramic GU5.3 bi-pin with 250°C silicone lead wires

WIRING: 15 feet 18/2 SJTOW cord (available up to 50 feet)

MOUNTING: Surface mount aiming bracket on -AB models only

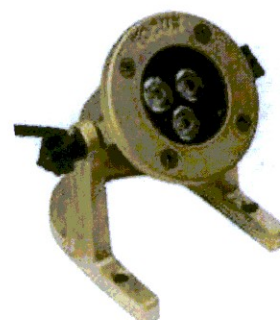
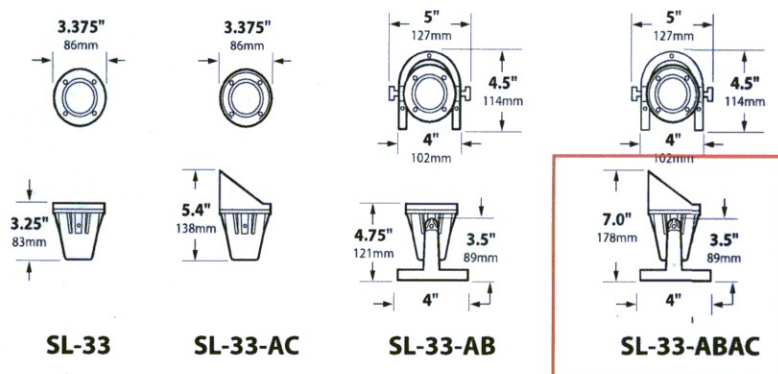
FINISH: Unfinished brass

Optional finishes: Black Acid Treatment (-BAT) & Brass Acid Rust (-BAR)

ORDERING INFORMATION

CATALOG NO.	DESCRIPTION	LAMP SUPPLIED	SHIP WEIGHT
SL-33-ULT	Cast Brass Underwater Light	20w Ultra FL(BAB)	3.0 lbs.
SL-33-AB-ULT	Cast Brass Underwater Light, Aim Bracket	20w Ultra FL(BAB)	5.0 lbs.
SL-33-AC-ULT	Cast Brass Underwater Light, Angle Cap	20w Ultra FL(BAB)	4.0 lbs.
SL-33-ABAC-ULT	Cast Brass Underwater Light, Aim Bracket, Angle Cap	20w Ultra FL(BAB)	5.0 lbs.

-SM Add to catalog number for side mount cord entry



SL-33-AB-LED



SL-33-LED



SL-33-ACULT-BAT



SL-33-SMAC-LED



SL-33-ABACULT-BAR



SL-33-ABACLED-BAT

Supplied with a 6.5watt 27K 12vac
LED bulb

UL 676

IP68

CE





LETTER OF TRANSMITTAL

Project: Project Number 122069 Laura Fountain Repair

2nd REVISED Proposed Change Order #2 Replace as-specified Gunitite with Shotcrete

To: City of Merced
Attn: Paul Flores
Engineering Department
678 W. 18th Street Merced, CA 95340
floresp@cityofmerced.org
209.388.8708

Date: 4/4/2023
From: Lance Dohman
SOLitude Lake Management
345 Industrial Way Benicia, CA 94510
Ldohman@solitudelake.com
650.868.8240

We are sending you:

Submittal
x Change Order No. 2
Copy of Letter
Plans
Specifications
Purchase Order
Other

Copies	Date	Description
email		Bid Item 14 New Fountain Gunitite
		Exhibit "B" Plans and Specifications (pg 36) 25. New Fountain Gunitite
		Plans, Page 2,3, and 4. Notes (N) 1,250 SF Gunitite

These are Transmitted:

x For Approval
For your use
As Requested
Approved as submitted
Approved as noted
Returned for corrections

Comments:

We have encountered an issue with the as-specified gunitite as a floor material in the Laura Fountain. It is likely that unsealed gunitite will leak and is prone to rebar staining. In consultation with experts there are no practical means to avoid leakage through the gunitite. Since gunitite is porous, it is typically installed below a waterproofing layer (e.g. Multicoat/Mulasticoat), pool plaster, and a tile line to creates a seal (in the same manner as a swimming pool) and thus make it leak-free. Alternatives such as surface-applied waterproofing (Thoroseal, Xypex, elastomers) were considered but all of the vendors expressed concern about spalling or were concerned about how the material would extend up the very rough Granite. We were advised to use wet-mix concrete with integral waterproofing formulated at the concrete plant (shotcrete). The shotcrete would be nozzle applied from 6" the top of the granite edge, throughout the basin, and up the interior column above waterline to form a monolithic pool. Any micro-cracking in that pool would self-heal given the Xypex crystalline admixture incorporated at the batch plant. The switch to shotcrete (batch plant mix) from Gunitite (nozzle mix) is clearly more costly. Volumes: There is 1,250 SF of Gunitite material on the floor fountain and 1,430 on the bid sheet which includes vertical material Adding material to within 6" below top of the Granite to cover the roughness and 6" above the water line at the center yields 254 SF of additional volume (total 1,684 SF or 62 CY), Both quotes we received are based on just the floor so I have added for the wall volume in addition to the base quotes. Dees-Hennessey is the lower of the two quotes. However, shotcrete installation involves some waste (figure 15%) so we have included that in the following estimate. While other figures in this estimate are largely fixed, the shotcrete is typically installed as directed so some variation (up or down) should be anticipated for the final cost. REVISED VERSION REMOVES CREDIT FOR ITEM 14 NEW FOUNTAIN GUNITITE

Extra Work Order Number	02 Replace Fountain Gunite with Shotcrete
Submitted by:	Lance Dohman
Authorized by:	
Scope of Work Performed:	see note on page 1.

Materials

QTY	Description	Cost	EXT
35.00	Subcontractor's Base Quote for Shotcrete (CY)	1114.29	\$39,000.00
27.00	Additional volume for vertical walls at center of fountain and Granite perimeter (CY)	485.00	\$13,095.00
9.30	Additional volume to fill voids, hose cleaning, overspray, variation in thickness. (CY)	485.00	\$4,510.50
497	LF #4 bar additional vertical at Granite perimeter and one row at center plus verts.	0.43	\$211.48
1.00	rebar tie wire, standoffs, epoxy anchoring, bits	50.00	\$50.00
0.00	CREDIT for gunite not installed per item 14 New Fountain Gunite on bid sheet CREDIT SHOWN ON SAVINGS WORKUP	10439.00	\$0.00
		Subtotal Materials	\$56,866.98
		Contractor's OH & Markup	20.00%
		Total Materials	\$68,240.38

Labor

hrs	Description	Rate	
6.00	Install additional rebar for increased vertical at center and at Granite perimeter	88.00	\$528.00
		Subtotal Labor	\$528.00
		Contractor's OH & Markup	30.00%
		Total Labor	\$686.40

Equipment and Mobilization

QTY	Description	Rate	
1.00	Crew truck with pipe bender, compressor, misc. tools (per	0.00	\$0.00
	(no charge for truck as crew already on site for rebar		\$0.00
			\$0.00
		Subtotal Equipment	\$0.00
		Contractor's Markup	incl
		Total Equipment	\$0.00
		Subtotal Extra Work	\$68,926.78
		Additional Bond Premium	\$1,033.90
		Total Extra Work	\$69,960.68

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Dees-Hennessey, Inc.

February 10, 2023

Solitude Lake Management
345 Industrial Way
Benicia, Ca 94510

Mobile: 650-868-8240
Telephone: 925-521-0400
Email: ldohman@solitudelake.com

Attn: Lance Bohman

Re: Laura Fountain Repair, Merced, Ca

WET-MIX SHOTCRETE (4,000 PSI, 3/8" PEA GRAVEL, 2" (±1") SLUMP)
DHIP #23 - 056

Gentlemen:

With reference to the above project, we propose to furnish WET-MIX SHOTCRETE for all labor, material and equipment to perform the following work in accordance with ACI 506 Standards and per the project drawings as included in your email dated February 9, 2023. The scope includes shotcrete installation for the invert and inner and outer wall of the fountain with a thickness of 6". The shotcrete mix includes Xypex but no additional color or admixture is included. Once the submittal process is started then DHI will request a mix design with as high a fly ash replacement as they have data for to aid in a whiter color. Overspray protection is excluded.

LUMP SUM \$ 39,000.00

ADD if color is added to the shotcrete mix at a rate of 2 lbs per sack of cement per cy

ADD \$ 3,500.00

We specifically include:

- A. Ground Wires or pins for our work
- B. STEEL TROWEL FINISH (except formed surfaces), **as specified.**
- C. Wet-Mix Shotcrete (3/8" PEA GRAVEL).
- D. Curing Compound on shotcrete face.
- E. We have included a 5 % allowance for rebound and for overbreak for additional thickness due to existing grades or grading operation by others.

Any quantity up to 35 C.Y. is included (including allowance above). Any quantity over this purchased and verified by concrete field tickets for additional lining thickness ONLY will be charged at \$ 485.00 /C.Y.

This quotation is based on the following conditions and terms:

1. One (1) move-on. All areas to be shotcreted are to be ready prior to our move-on.
2. **CONTINUOUS ACCESS AND STAGING AREAS WITHIN 300 FEET OF OUR WORK SUITABLE FOR RUBBER-TIRED READY-MIX TRUCK AND OUR CONCRETE PUMP IS TO BE MADE AVAILABLE FOR OUR USE. OUR WORK WILL BE DONE ON A LINEAR MILE POST SEQUENCING, WHERE APPLICABLE.**

We specifically EXCLUDE the following:

1. All polypropylene and synthetic fibers, and all exposed aggregate finishes, **where applicable.**
2. PRECONSTRUCTION TEST PANEL.
3. All colored shotcrete, **where applicable.**
4. Reinforcing steel bars, mesh and dowels.
5. All coring, chipping, epoxy grouting and drypacking.
6. Temporary shoring of structures or utilities, **where applicable.**
7. All excavation, all grading, riprap, backfill, and compaction.
8. All surface preparation, bushing, and sandblasting.
9. All construction, contraction, and expansion joints are **specifically excluded.**
10. All drainage, pipes, weepholes, waterstops, and waterproofing.
11. All Formwork **as/where required**, and all overspray protection **as/where required.**
12. Flagmen, barricades, traffic and pedestrian control as required.
13. All water diversion as required by others.
14. All rebound removal and disposal and all demolition and/or removal of any existing structures.
15. All cast-in-place concrete and all other concrete not mentioned above.
16. All testing and inspection **as required** shall be provided by others at no cost to us.
17. Water locations within 300 L.F. and clean-out locations for our shotcrete pump.
18. Overtime work, **if required by others**, will be performed **only** if premium time is paid for by others.



DELTA GUNITITE SOLANO

2201 E. MONTE VISTA AVE, VACAVILLE, CA 95688

CALIFORNIA CONTRACTOR'S LICENSE #1100154 Class A

www.deltagunitesolano.com

2/14/2023

To: Solitude Lake Management
Attn: Lance Dohman

Re: City of Merced Fountain w/ Xypex & fly ash

Delta Gunitite Solano proposes to provide labor, equipment and materials for Shotcrete as listed in inclusions on the referenced project as per the plans and specifications provided.

We assume on all projects there is clear access for our equipment. Poor access may cause delays, and may lead to additional incurred cost.

1. Scope of Work: Shotcrete Fountain

Budget Price: \$69,500.00

Up to 55 Shotcrete yards

Overbreak charged at \$800.00 per yard

Shotcrete Fountain Approximately 1,250sft
6" shotcrete floor
Raised Center
Thickened beam around edge

Inclusions:

- a.) **Shotcrete Material 4000psi w/ xypex and fly ash included in mix**
- b.) **Finish – Broom or rough trowel**
- c.) **Shotcrete equipment**
- d.) **Three (3) Move-in included, any additional move-ins will constitute a request for change order.**
- e.) **ASA and ACI Certified nozzlemen & expert finishers**
- f.) **Price is based on information provided. Price may change depending on site conditions.**

Exclusions:

- a.) Engineering
- b.) Accessibility – Clear path required.
- c.) Disclose if work hours are restricted on the project.
- d.) Owner/GC is responsible for water cure of completed Shotcrete for seven (7) days. Two (2) times per day, after DGS leaves the jobsite.
- e.) Domestic Water supply
- f.) On-site disposal for rebound – No rebound removal by DGS.
- g.) Testing of material, all specific job permits, inspections and related fees.
- h.) Any concrete work for other trades other than noted in our scope of work.
- i.) Any form work unless specifically listed within scope of work or inclusions.
- j.) Any work in inclement weather.
- k.) Lighting if necessary.



DELTA GUNITITE SOLANO

2201 E. MONTE VISTA AVE, VACAVILLE, CA 95688

CALIFORNIA CONTRACTOR'S LICENSE #1100154 Class A

www.deltagunitesolano.com

- l.) Demolition unless noted in inclusions.
- m.) Rebar
- n.) Waterproofing and/or Membrane
- o.) Dewatering before placement of Shotcrete

2. TERMS & CONDITIONS

- As Agreed within thirty (30) days from completion of the above described work. In the event of default by Owner/Buyer of any provisions of this contract, Owner/Buyer agrees to pay all collection costs, interest from date of default and reasonable attorney fees.
- DGS GL insurance is set at \$1M/\$2M. Any higher insurance requirements will be an additional cost.
- If applicable, final payment upon verification of material meeting the required PSI at 28 days after installation. Contractor is responsible for all testing.
- Both parties agree that OVER BREAK shall be construed as extra work as agreed.
- If applicable, additional move in or change order items requested will be subject to and billed at a premium rate
- DGS is an "open shop" company paying prevailing wages when required.

3. Alternates:

- a.) None

If you have any questions, please contact the undersigned.

Respectfully Submitted,

Eric Shafer,
eric@deltagunitesolano.com
707-685-4077

President
Delta Gunitite Solano

By signing here this bid can be converted into a contract.

Accepted Signature Approval: _____

Print Name: _____ **Date:** _____

19. Any special permits or special safety training is **excluded**.
20. All hot and cold weather and wind requirements, if required, are **NOT** included.
21. Shrinkage crack repair and epoxy injection.
22. All water curing, wet-cure, and curing blankets.
23. **LOCAL HIRING GOALS AND/OR REQUIREMENTS ARE SPECIFICALLY EXCLUDED, IF REQUIRED BY OTHERS, BECAUSE WE ARE A SPECIALTY SUBCONTRACTOR.**

Progress payments to be made by the 25th of each month. Full payment for our work is to be made within 30 days after completion of our work. There is to be **no retention** withheld from this final payment. Interest will be charged on all past due accounts, at the rate of 12% per annum.

For any contracts under \$15,000.00, we will **not** allow any retention to be withheld from our progress payments.

Our current General Liability Insurance is One Million Dollars (Two Million Aggregate) (Five Million Excess). Should additional coverage be required, this additional cost is to be paid for by others.

Note: On all OCIP type projects our deductible portion will be limited to our current deductible amount of \$10,000.00.

WE REQUIRE APPROXIMATELY TWENTY (20) WORKING DAYS' NOTICE PRIOR TO OUR MOVE-ON (S), AND/OR A MUTUALLY AGREED UPON SCHEDULE IS A CONDITION OF THIS PROPOSAL.

We have not included any costs for bonds.

We have not included any costs for Waiver of Subrogation. If a Waiver of Subrogation is required, all costs to be paid for by others.

In the event action must be taken to enforce payment, Contractor or Owner agrees to pay Subcontractor for Attorney's fees and court costs.

We will indemnify and hold harmless **only** to the **extent** of our negligence.

Continuous legal access for our union personnel and material deliveries shall be made available to us at all times.

All items in this proposal are to be included in the contract.

NOTE: THIS PROPOSAL IS BASED ON THE OWNER SELECTING A MUTUALLY AGREEABLE INSPECTION/TESTING LABORATORY.

This proposal shall become void if not accepted within 30 days, in writing or by contract.

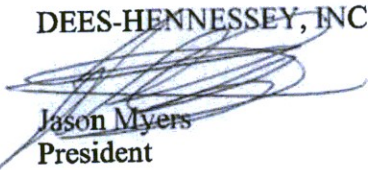
February 10, 22023
Laura Fountain Repair, Merced, Ca

The General Contractor shall provide all field layout and engineering necessary to perform all work. Layout provided shall include such items as center lines, grade and offset stakes and elevation.

We trust that the above meets with your approval. Should you have any questions, please do not hesitate to call upon us.

Very truly yours,

DEES-HENNESSEY, INC.



Jason Myers
President