

**CITY OF MERCED PROJECT NO. 119006
CHANGE ORDER NO. 3**

FINAL

DATE: May 20, 2021

PROJECT NAME: Alpine Dr - G St. to Wainwright Ave. Improvements

PROJECT LOCATION: Merced, California

CONTRACTOR: TBS Contractors

ADDRESS: 1605 E. Gerard Ave., Merced, CA 95341

REASON FOR CHANGE ORDER:

Additional work to digout failing subgrade due to unsuitable sub-base material and place geotextile fabric on Alipne Road. Adjust quantities on bid Items 11, 12 and 13. Unit price adjustment for bid Items 11 and 13.

THE NUMBER OF WORKING DAYS WILL BE ADJUSTED AS FOLLOWS: 16

SKETCH ATTACHED: Yes


DESCRIPTION OF CHANGE:

Item	<u>Schedule A (Roads) Contract Unit Prices Adjustments</u>	Unit	Quantity	Unit Price Adjustments		Amount
11	Remove Asphalt Concrete and Base (Contract Unit Price)	SF	700	\$ 4.81	\$	3,367.00
	Remove Asphalt Concrete and Base (Adjusted Unit Price)	SF	700	\$ 3.75	\$	2,625.00
				Credit to City		\$ (742.00)
13	Asphalt Concrete Patch on Local Street (3"AC/11"AB) (Contract Unit Price)	SF	509	\$ 8.43	\$	4,290.87
	Asphalt Concrete Patch on Local Street (3"AC/11"AB) (Adjusted Unit Price)	SF	509	\$ 7.93	\$	4,036.37
				Credit to City		\$ (254.50)
	<u>Schedule A (Roads) Contract Quantity Adjustments</u>					
11	Remove Asphalt Concrete and Base	SF	3329	\$ 3.75	\$	12,483.75
12	Asphalt Concrete Overlay (3")	SF	-7267	\$ 2.04	\$	(14,824.68)
13	Asphalt Concrete Patch on Local Street (3"AC/11"AB)	SF	16573	\$ 7.93	\$	131,423.89
				Sub Total		\$ 129,082.96
	<u>Extra Work</u>					
1	Extra Work for Paving & Roadway Dig Outs	LS	1	\$ 33,532.44	\$	33,532.44
1	Extra Work installing Geotextile Fabric on Alpine Road	LS	1	\$ 6,939.10	\$	6,939.10
				Sub Total		\$ 40,471.54
				Total for Change Order:		\$ 168,558.00

ORIGINAL CONTRACT AMOUNT:	\$	611,480.27
CHANGE ORDER #1 AMOUNT:	\$	13,558.02
CHANGE ORDER #2 AMOUNT:	\$	44,481.65
CHANGE ORDER #3 AMOUNT:	\$	168,558.00
TOTAL PROJECT COST TO DATE:	\$	838,077.94

FUNDS/ACCOUNTS VERIFIED:

078-1145-637.65-00-119006	\$	84,279.00
075-1145-637.65-00-119006	\$	84,279.00
	\$	168,558.00

ACCEPTED _____
 FINANCE OFFICE _____ DATE _____

 (CONTRACTOR)

DATE: 6/10/21

RECOMMENDED _____
(CITY ENGINEER)

DATE: _____

RECOMMENDED _____
(PROJECT CHAMPION)

DATE: _____

APPROVED _____
(CITY ATTORNEY)

DATE: _____

AUTHORIZED _____
(CITY MANAGER)

DATE: _____

ATTESTED _____
(ASSISTANT/DEPUTY CITY CLERK)

DATE: _____

(SEAL)



Request for Change

1605 East Gerard
Merced, CA 95341

RFC Number: 4
Date: 05/14/2021

To: Joe Cardoso City of Merced 67EW. 18th St. Merced, CA 95340	Project: Alpine to G St to Wainwright 20-083
Regarding: Line item adjustments and additional labor regarding the soil stabilization.	
Requested By: Jacob Taylor	Phone: (209) 384-8424
E-mail: jacob@taylorbackhoe.com	

Requested Change:	Amount
Item 11: Remove Asphalt Concrete and Base (Original)	-3,367.00
Item 11: Remove Asphalt Concrete and Base (New)	15,108.75
Item 12: Asphalt Concrete Overlay (Original)	-82,991.28
Item 12: Asphalt Concrete Overlay (New)	68,166.60
Item 13: Asphalt Concrete Batch on Local St (Original)	-4,290.87
Item 13: Asphalt Concrete Batch on Local St (New)	135,460.26
Fabric (New)	6,939.10
Subcontractor (New)	33,532.44

RFC Total

\$ 168,558.00

Alpine Extra

Original

Item	Qty	Price	Total
11 Remove Asphalt Concrete and Base	700	\$ 4.81	\$ 3,367.00
12 Asphalt Concrete Overlay	40682	\$ 2.04	\$ 82,991.28
13 Asphalt Concrete Batch on local St	509	\$ 8.43	\$ 4,290.87

Sub Total	\$ (90,649.15)
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New

Item	Qty	Price	Total
11 Remove Asphalt Concrete and Base	4029	\$ 3.75	\$ 15,108.75
12 Asphalt Concrete Overlay	33415	\$ 2.04	\$ 68,166.60
13 Asphalt Concrete Batch on local St	17082	\$ 7.93	\$ 135,460.26
Fabric	1	\$ 6,939.10	\$ 6,939.10
Sub	1	\$ 33,532.44	\$ 33,532.44

Sub Total	\$ 259,207.15
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New	\$ 259,207.15
Original	\$ (90,649.15)
Total Additional	\$ 168,558.00



WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
066 - STOCKTON DC
(209) 931-7120
3601 NAVONE ROAD
STOCKTON CA 95215
SAN JOAQUIN

INVOICE

INVOICE NUMBER
50015562134
INVOICE DATE
04/15/2021
CUSTOMER PO NUMBER
MERCED YARD

ENROLLMENT TOKEN: TBV FWH DLT

SOLD TO: 151717000

TERRITORY:
SHIP TO: 10002697032

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. BOX 6040
CYPRESS, CA 90630-0040

TBS CONTRACTORS
1605 E GERARD AVE
MERCED CA 95341

NEW YARD
1605 GERARD AVE
MERCED CA 95341

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/14/2021	42078034	JACOB TAYLOR	MINA, RANDY W	RODRIGUEZ, RAUL
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
066	10002697032	NET 30 DAYS	0. WILL CALL	NEW YARD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 17451683 SHIPPING NOTES: TONY OK'D WILL CALL AT DC # 066 *****	1	0	0	1	0.00	
1	157RHP570	MIRAFI HP570 (15' X 300") 500 SY/ROLL	2	1,400.0000 RL	0	2	2,800.00	217.00

20-083
CL

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For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale> to view complete terms and conditions.

RECEIVED BY: JOSE RODRIGUEZ SIGNATURE COPY ON FILE

TOTAL GROSS	2,800.00
TOTAL TAX	217.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	3,017.00

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.



WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
066 - STOCKTON DC
(209) 931-7120
3601 NAVONE ROAD
STOCKTON CA 95215
SAN JOAQUIN

INVOICE

INVOICE NUMBER
50015579605
INVOICE DATE
04/16/2021
CUSTOMER PO NUMBER
MERCED

ENROLLMENT TOKEN: TBV FWH DLT

SOLD TO: 151717000

TERRITORY:
SHIP TO: 10002697032

PLEASE REMIT PAYMENT TO:

White Cap, L.P.
P.O. BOX 6040
CYPRESS, CA 90630-0040

TBS CONTRACTORS
1605 E GERARD AVE
MERCED CA 95341

NEW YARD
1605 GERARD AVE
MERCED CA 95341

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/16/2021	42106541	LOUIS KINGSTON	MINA, RANDY W	MINA, RANDY W
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
066	10002697032	NET 30 DAYS	0. WILL CALL	NEW YARD

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 17468104 SHIPPING NOTES: OK'D PER TONY AT DC *****	1	0	0	1	0.00	
1	157RHP570	MIRAFI HP570 (15' X 300') 500 SY/ROLL	2	1,400.0000 RL	0	2	2,800.00	217.00

20-083
CC

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TOTAL INVOICE	3,017.00

RECEIVED BY: JOSE RODRIGUEZ SIGNATURE COPY ON FILE

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

HENSLEY'S PAVING & GENERAL ENGINEERING, INC.

Contractors Lic # 828289

DIR # 1000000913

P.O. Box 449
Hickman, CA 95323

(209) 874-9710
Fax (209) 874-2395

CHANGE ORDER

TO: Taylor Backhoe

(Owner, Contractor or Authorized Representative)

ADDRESS:

Phone: (209)

Cell:

JOB LOCATION: Alpine Drive Impvts.

Fax: (209)

Attn: estimating@taylorbackhoe.com

Hensley's Paving & General Engineering, Inc. hereafter called Contractor, agrees to furnish labor, materials and equipment (unless otherwise specified herein) to perform the following described work in a good and workmanlike manner according to standard accepted practice, all for the stipulated price and subject to the terms and conditions as hereafter set forth.

DESCRIPTION OF WORK AND PRICE

1 additional paving day	\$14,050.70
1 additional grading day	\$11,834.86
Additional time to dig out wet areas on 4/13/2021	\$ 3,273.08
Total:	\$29,158.64

Additional time to dig out wet spots on 4/13/2021

<u>Equipment</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Grader	3	\$104.09	\$312.27
Skip Loader	3	\$39.90	\$119.20
Bobcat	3	\$29.34	\$ 88.02
Roller	3	\$87.05	\$261.15
Water Truck	3	\$48.65	\$145.95
F-450	3	\$42.49	\$127.47
F-150	3	\$31.00	\$93.00
F-350	3	\$40.16	\$120.48
		Total:	\$1,268.04

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Blade Op	3	\$85.78	\$257.34
Skip Loader Op	3	\$82.75	\$248.25
Roller Op	3	\$78.79	\$236.37
Water Truck Op	3	\$69.23	\$207.69
Laborer (2)	6	\$63.37	\$380.22
Grade setter	3	\$82.75	\$248.25
		Total:	\$1,578.12

Equipment	\$1,268.04
Labor	\$1,578.12
Sub-total:	\$2,846.16
15%	\$ 426.92
Total	\$3,273.08

NOTE: this Contractor is not to be held responsible for damage to utilities of other buried improvement which are not exposed by others prior to starting his work. (see indemnity conditions on attached documents)

TIME: The work described herein will be commenced as soon as practicable following receipt of a signed acceptance of this proposal and will be completed within a reasonable time thereafter, weather permitting.

PAYMENT TERMS: Net 10 Days From Billing

FINANCE CHARGE: 1 ½ % per month which is 18 % per annum will be charged on past due balances.

OTHER CONDITIONS: Printed on attached documents hereof are made a part of this agreement. (please read) contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe, Sacramento, California, 95827

Hensley's Paving & General Engineering, Inc.

By: Daniel Dooley Typed By: Rebecca Hensley

At: Hensley's Paving & General Engineering, Inc.

Date: 5/3/2021

I or we have read the full contents of this contract and hereby accept all the terms and conditions as stated herein and further agree not to countermand this contract without paying contractor 10 % of contract amount.

Owner, Contractor or Authorized Rep.

By: _____

Date: _____

NOTE: this Contractor is not to be held responsible for damage to utilities of other buried improvement which are not exposed by others prior to starting his work. (see indemnity conditions on attached documents)

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Hensley's Paving & General Engineering, Inc.

By: Daniel Dooley Typed By: Rebecca Hensley

At: Hensley's Paving & General Engineering, Inc.

Date: 5/12/2021

I or we have read the full contents of this contract and hereby accept all the terms and conditions as stated herein and further agree not to countermand this contract without paying contractor 10 % of contract amount.

Owner, Contractor or Authorized Rep.

By: _____

Date: _____

CONTRACT

This contract consists of this agreement, when accepted, and any drawings or specifications referred to in the description of work, plus supplement addition or deletions.

ATTORNEYS' FEE AND COST

Owner or agent agrees to pay attorneys' fees, court costs and all other recovery costs in the event that action is taken to collect any past due payment or breach of this contract.

ENGINEERING, PERMITS AND FEES

Owner or agent at his own expense (unless otherwise stated herein), shall furnish survey and engineering as required by the contractor, building permits, encroachment permits or connecting fees as required by all local ordinances or other governing bodies having jurisdiction over work covered by or added to this contract.

INSURANCE

In case said work herein provided for, should, before completion, be wholly or partially destroyed by fire, defective soil, earthquake or other act of God which the Contractor could not have reasonably foreseen and provided for, then the loss occasioned thereby shall be sustained by the Owner, to the extent of work paid for or for which payment is due, and the Owner agrees to carry insurance against loss from such causes for the full value of the labor performed and material furnished and delivered as the work progressed, in the joint name of the Owner and Contractor. All moneys received under such policies are to be divided between the Owner and Contractor, as their interest may appear.

PROGRESS PAYMENTS

When each payment, or installments, prior to the final completion of the work, shall become due and at said final completion of the work, the Contractor shall furnish to the Owner a written statement showing that the necessary work has been done and materials and workmanship furnished, to entitle him to such payment.

CHANGES

Owner may order changes in the work upon adjustment of the contract price, or prices, provided the orders and adjustments are agreed upon in writing. Should the Contractor find it necessary to make minor emergency changes to allow work to proceed uninterrupted when Owner is not present. Owner agrees to pay for any added cost at the customary going rate. Contractor will make a reasonable effort to contact owner before proceeding with such changes.

TERMINATION

Should the Contractor's work be stopped or delayed by the acts or neglect of the Owner or his agent, or employees, through no fault of the Contractor, or should the Owner fail to pay the contractor for a period of six (6) days after payment is due, then the Contractor upon six (6) days written notice to the Owner or his agents may stop the work or terminate the contract and recover from the Owner payment for all work executed and any loss of time or added cost sustained by the Contractor as a result of such acts or neglect, plus interest thereon at the rate of 1 ½% per month, which is equal to 18% per annum, beginning on the day following the due date or occurrence. Should the owner wish to cancel this contract prior to beginning of actual construction, he may do so by paying the Contractor 10% of estimated total contract or \$100.00 whichever is greater, to compensate the contractor for processing the job for construction.

DELAYS

Contractor shall not be held responsible for delays caused by circumstances beyond his control, such as acts of God, strikes, lockouts, breakdowns, acts of nature, war or insurrection.

INDEMNITY

Utilities, (such as water, gas, sewer, telephone, electrical, pipe lines and other structures) are apt to be located in the working area and the exact location unknown, in which case Owner agrees to be responsible for any damage done by Contractor's operations, unless above mentioned items are first marked and exposed to view, Contractor is not to be held responsible for damage to fences, trees, shrubs, lawns, sprinklers and landscape improvements unless noted in this contract or by a signed rider or amendment hereto. Owner or his agent to pay all costs of such damage, repairs and restoration including attorney fees and other court costs involved in his responsibilities as stated above.