**Meeting Date**: **6/5/2014**

**Report Type:** Review

**Report ID:** 2014-00394

City of SACRAMENTO 23

**City Council Report**
**915 I Street, 1st Floor**
**www.CityofSacramento.org**

**Title: (Agreement/Contract for Review and Information) Water Treatment Plants Rehabilitation Project, Change Order No. 7**

**Location:** Citywide

**Recommendation:** Review a report 1) requesting authorization for the City Manager or the City Manager's designee to sign Change Order No. 7 to City Contract No. 2013-0421 with C. Overaa & Co., for the amount of $1,336,008, bringing the contract's not-to-exceed amount to $116,324,649; and 2) recommending ratification of Change Order Nos. 1 through 6, previously approved under the City Manager's authority for a total amount of $1,212,641, to reset the City Manager's change order authority; and 3) continue to June 10, 2014 for approval.

**Contact:** Bill Busath, Engineering & Water Resources Manager, (916) 808-1434; Dan Sherry, Supervising Engineer, (916) 808-1419, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

**Attachments:**
1-Description/Analysis
2-Background
3-Location Map
4-Exhibit A (Change Order 7)
5-Exhibit B (Change Orders 1-6)

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**City Attorney Review**

Approved as to Form
Joe Robinson
5/27/2014 4:51:48 PM

**Approvals/Acknowledgements**

Department Director or Designee: Dave Brent - 5/19/2014 11:06:19 AM



James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
**John F. Shirey, City Manager**

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## Description/Analysis

**Issue:** The Water Treatment Plants Rehabilitation Project will replace existing infrastructure at the City's water treatment plants that has exceeded its useful life and is at risk of failing. As part of this construction project, new electrical services from SMUD will be established, along with emergency generator backup power. The original construction plans called for the existing 2-megawatt generator to be retrofitted for the new electrical service, but it has been determined that the existing generator is not adequate and a larger 3.2-megawatt generator is required to treat and deliver approximately 70 million gallons per day of drinking water from the Sacramento River Water Treatment Plant.

To date, six previous change orders have been authorized and increased the total contract amount by $1,212,641. The proposed Change Order No. 7 compensates the contractor for additional work required by the City to supply a larger emergency backup generator. The total amount for Change Order No. 7 is $1,336,008.

This report also requests ratification of prior change orders approved under the City Manager's authority, to reset the City Manager's change order authority under City Code section 3.60.210(D).

**Policy Considerations:** The actions requested are in conformance with the City Code and are consistent with the City of Sacramento General Plan goals of providing high-quality and efficient utility services throughout the city.

**Economic Impacts:** The rehabilitation work on the City's water treatment plants is expected to create 455 total jobs (262 direct jobs and 193 jobs through indirect and induced activities) and create $70.2 million in total economic output ($44.2 million of direct output and another $26 million of output through indirect and induced activities).

*The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.*

**Environmental Considerations:** On March 20, 2012, the City Council adopted the Water Treatment Plants Rehabilitation Mitigated Negative Declaration and Mitigation Reporting Program (Resolution No. 2012-067). An Addendum to the adopted Mitigated Negative Declaration (MND) was prepared in accordance with the CEQA Guidelines Section 15164 and adopted on April 09, 2013 (Resolution No. 2013-

0112). There have been no substantial changes that would require the preparation of subsequent environmental review.

**Sustainability:** The Project is consistent with the City's Sustainability Master Plan by providing a safe and reliable water supply for the Sacramento Region.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendations:** Emergency backup power for the Sacramento Water Treatment Plant will be necessary during and after the construction of this project. During certain phases of construction, multiple backup generators will be needed in constructing the new electrical services from SMUD. While planning the details and sequencing of construction, it was determined that the existing 2-megawatt generator is insufficient to provide the necessary backup power for the water treatment plant.

DOU staff and the City's engineering consultants determined that to best meet the emergency backup requirements for each water treatment plant, a new, larger generator is needed at the Sacramento Water Treatment Plant, and the existing generator should be refurbished and installed in parallel with an identical generator at the E.A. Fairbairn Water Treatment Plant as part of a future project.

**Financial Considerations**: The total cost for this rehabilitation project, including design, environmental, construction, contingencies, and construction management is estimated to be $171 million. The change order for this agreement is in the amount of $1,336,008. Six previous change orders have already been approved equaling $1,212,641 for a total contract adjustment of $2,548,649. There are sufficient funds in the Treatment Plan Rehab Project (Z14006000, water revenue bonds fund 6310) for these change orders.

**Emerging Small Business Development (ESBD):** The lowest responsible bidder, C. Overaa & Co., exceeded the emerging and small business enterprise (ESBE) participation goal that applied when the contract was bid and awarded, with an ESBE participation level of 28.5%. The City's ESBD program has since been replaced by Local Business Enterprise (LBE) requirements.

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## Background

The Sacramento River Water Treatment Plant (SRWTP) and E. A. Fairbairn Water Treatment Plant (EAFWTP) were constructed in 1923 and 1964, respectively. Plant expansions at both of these facilities were completed in 2005, but much of the existing infrastructure was not rehabilitated or replaced as part of those projects.

The plant expansion projects included:

- EAFWTP Intake Structure Modification Project (ZF47) completed in 2003. This project extended the existing intake to provide additional low lift pumping capacity.
- SRWTP Replacement Intake Project (ZF57) completed in 2004. This project constructed a new intake structure to replace the existing intake that was constructed in the early 1920's.
- SRWTP Plant Expansion Project (ZF52) completed in 2004. This project added treatment facilities that increased the treatment capacity by approximately 70 million gallons per day (mgd).
- EAFWTP Plant Expansion Project (ZF43) completed in 2005. This project added treatment facilities that increased the treatment capacity by approximately 80 mgd.

In 2007 the Department of Utilities (DOU) commissioned a study to evaluate the condition and performance of the City's surface water treatment facilities. The study assessed the existing facility conditions, conducted operational tests to evaluate plant performance, assessed the reliability of the facilities, and developed a capital improvement program for rehabilitation and/or replacement of existing facilities. The study was completed in February 2009 and concluded that both treatment facilities require substantial rehabilitation work in order to provide reliable water treatment capabilities.

The following facilities requiring rehabilitation or improvements are included in the Water Treatment Plants Rehabilitation Project:

- Sedimentation Basin 1 (Remove from service and decommission)
- Sedimentation Basin 2 (Demolish and reconstruct new basin)
- High Service Pump Station (Remove from service and decommission)
- Original Filters (Remove from service and construct new filters)
- Solids Dewatering Facilities (Construct new facilities)
- Main Electrical Switchgear (Demolish and construct new switchgear)

- Yard Piping (Abandon/demolish and construct new piping)

This contract was awarded to C. Overaa & Co. for $113,776,000 on April 09, 2013. As part of this construction project, new electrical services from SMUD will be established, along with emergency generator backup power. The original construction plans called for the existing 2-megawatt generator to be retrofitted for the new electrical service, but it was determined that it would not be adequate and a larger generator would be needed.

The objective with backup power is to have the capability to produce and deliver the City's estimated 2030 average day water demand of 135 mgd during a power outage at both water treatment plants. The estimated capacity at SRWTP with the proposed generator is 70 mgd, the estimated capacity at FWTP with the existing generator is 50 mgd, and the groundwater wells production is 20 mgd for a total capacity of 140 mgd

This change order compensates the contractor for additional work required by the City, in supplying a larger emergency backup generator and deleting the work of retrofitting the existing generator. The total for this change order is **$1,336,008**.

When the contract was awarded, the City Council also adopted a Resolution (Resolution No. 2013-0113) increasing the City Manager's authority to issue individual change orders from $100,000 to $500,000, with no change to the City Manager's cumulative change order authority under the City Code. This report requests ratification of Change Order Nos. 1 through 6 previously issued under the City Manager's authority for a total amount of $1,212,641, which resets the City Manager's cumulative change order authority pursuant to City Code section 3.60.210(D). Copies of Change Order Nos. 1 through 6 are included with this report and Change Order Nos. 1 through 7 are summarized below:

- Change Order No. 1: $196,410 (Extra Work, including partnering, unforeseen conditions, Owner related, design related, and value engineering)
- Change Order No. 2: $113,663 (Extra Work, including unforeseen conditions, Owner related, design related, Contractor related, and value engineering)
- Change Order No. 3: $ 36,000 (Partnering Consultant Services)
- Change Order No. 4: $ 0 (Schedule of Value Adjustments)
- Change Order No. 5: $479,172 (Extra Work, including unforeseen

conditions, Owner related, design related, Contractor related, and value engineering)

- Change Order No. 6: $387,396 (Global Settlement – Resolved all known outstanding issues on the project)
- Change Order No. 7: $1,336,008 (New Larger Generator)

**TOTAL CHANGE ORDERS: $2,548,649.**

**REVISED TOTAL CONSTRUCTION CONTRACT: $116,324,649.**

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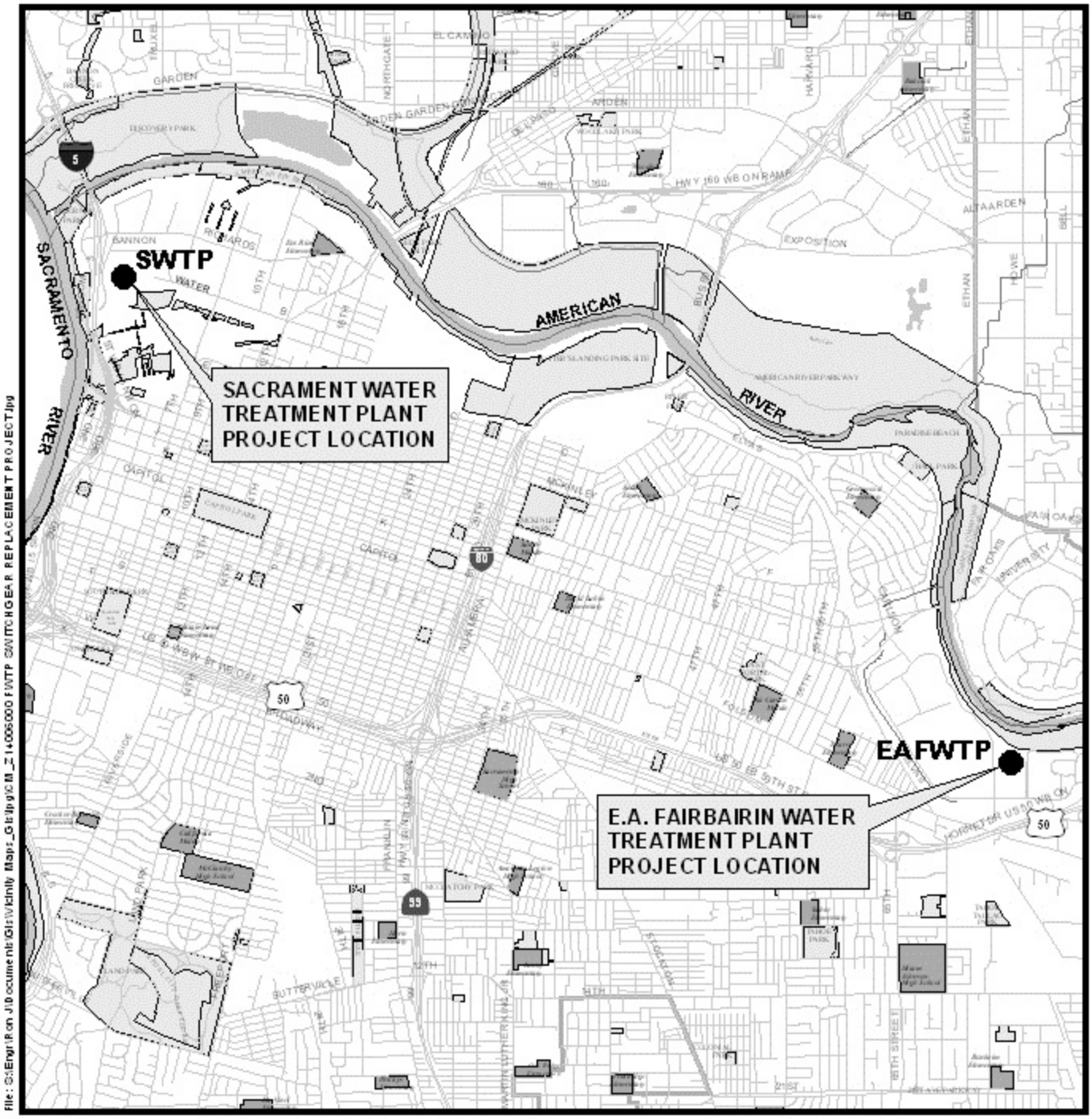
# ATTACHMENT 3

WATER TREATMENT PLANTS
REHABILITATION PROJECT
(PN: Z14006000)




Map Prepared By
City of Sacramento
Department of Utilities

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# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 7

Sacramento, California May 19, 2014

TO: C. Overaa & Co. , Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT (B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 1,212,641.00 |
| The contract sum prior to this change order was: | $ 114,988,641.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 1,336,008.00 |
| Contract sum including all Change Orders: | $ 116,324,649.00 |

CONTRACTOR agrees that the contract sum shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with performance of the work under the Contract, as modified by this Change Order, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work as specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz Date

**Approved By:**

Contractor – C. Overaa & Co. Date

**Approved as to Form by:**

Joe Robinson, Senior Deputy City Attorney

**Approved By**:

Dave Brent, Director, Department of Utilities

**Approved By**:

Shirley Concolino – City Clerk Date

# CITY OF SACRAMENTO
## CHANGE ORDER
## EXHIBIT A

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6310-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 7

***Administrative Change Items***:

1. **PCO #126 – New 3,250 kW Generator**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 126 dated May 14, 2014, attached hereto and incorporated herein by this reference.

The contract documents require the Contractor to refurbish and relocate the existing 2,000 kW generator at the SRWTP site and provide a new enclosure, fuel tank, and portable 2,000 kW load bank for the existing generator. The 2,000 kW generator would be able to operate the SRWTP High Service Pump Station (HSPS) at approximately 23 million gallons per day (MGD) in the event of an extended utility power loss. By increasing the SRWTP generator size to 3,250 kW, the HSPS would be able to operate closer to 70 MGD on generator power. Being able to operate the HSPS at 70 MGD allows the City to have more flexibility in meeting typical peak hour demands within a 24-hour duration. This change order deletes the refurbishment of the existing 2,000 kW generator, the new enclosure, fuel tank, and portable load bank. It also requires that the Contractor supply a new 3,250 kW generator, enclosure, fuel tank, 3,250 kW load bank, at the SRWTP site.

See attached Potential Change Order Memoranda No. 126, dated May 14, 2014, for further details. The City and the Contractor agreed to the lump sum price of $1,336,008.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item:** **$ 1,336,008.00**

**Total this Change Order =** **$ 1,336,008.00**

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# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 1

Sacramento, California October 2, 2013

TO: C. Overaa & Co., Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT** **(B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 0.00 |
| The contract sum prior to this change order was: | $ 113,776,000.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 196,410.00 |
| New contract sum including all Change Orders: | $ 113,972,410.00 |

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with such additional and/or revised work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz

**Approved By:**

Dave Brent - Director, Department of Utilities

**Approved By:**

Contractor – C. Overaa & Co.

Attest:

Wendy Klock-Johnson
Assistant City Clerk

**This Form Has Been Approved By the City Attorney's Office (10-4-96)** for Change Orders that do not require City Council Approval. A City Attorney signature is required if any changes or alterations are made to this form.

2013-0421-1

Title:Water Treatment Plants Rehabilitation Project
Other Party:C.Overaa and Company

# CITY OF SACRAMENTO
## CHANGE ORDER
## EXHIBIT A

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6320-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 1

*Extra Work Items*:

1. **PCO # 03 – Electrical Equipment Listing, Ductbank Profiles, and Baseline Schedule Agreements**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum dated May 8, 2013, attached hereto and incorporated herein by this reference. The schedule requirements for electrical equipment require early shop drawings, fabrication, and installation to meet plant operations and maintenance requirements during construction. The electrical equipment suppliers listed in the bid documents were unable to meet the requirements, requiring a change to another supplier named in the specifications. All named electrical equipment listings in Bid Document SS 00436 were changed. Additionally the Contractor agreed to provide Electrical Ductbank installation, and profile development in a manner that avoids all interferences with underground facilities, as shown or indicated in the Contract Documents and Drawings and Reports listed for previous construction.

Several agreements regarding the preliminary and baseline schedule and work restrictions were also included in this PCO. The Contractor agreed to drop their entitlement contention that the specified work restrictions are not constructible within the project milestone deadlines. The Contractor also agreed to resolve the potential schedule delay from City's sludge drying operation by getting an earlier notice to proceed, delaying the start and extending the completion of the dewatering building, and phasing their laydown area during and beyond the mobilization period. The work restrictions in SS 01140 for the Sludge Drying Bed were changed to accommodate this. The notice to proceed was delayed, due to a bid protest prior to award, beyond the specified allowance of 'not later than 90 days' from Bid Opening. The Contractor agreed that commencement of contract time shall be changed to 'not later than 105 days' from Bid Opening resulting in a May 10th, 2013 notice to proceed.

See attached Potential Change Order Memorandum, dated May 8, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $1473.00 in exchange for the above-mentioned deleted work.
**Database Code: Partnering** **Total this item:** **$ (1,473.00)**

2. **PCO #04 – Security Guard Shacks and Appurtenances**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda dated May 10, 2013 and August 5, 2013, attached hereto and incorporated herein by this reference. The City was in need of two guard shacks to host the City supplied security guards at the main access points for construction activities at the Sacramento River WTP site and the the Fairbairn WTP site.. The Contractor provided two 4'x4'guard shack units complete with HVAC, portable restroom, and hand wash stations. See attached Potential Change Order Memoranda, dated May 10, 2013 and August 5, 2013, for further details. The City and the Contractor agreed to the lump sum price of $27,760.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Owner Related** **Total this item:** **$ 27,760.00**

3. **PCO #05 – Field Office Changes**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 5 dated July 25, 2013, attached hereto and incorporated herein by this reference. During review of the Owner's Field Office Trailer submittal, the contract requirements for several field office features were determined to not be required. These changes included a reduction in size of the Engineers Storage Shed from 240 square-feet to 160 square-feet, a reduction in size of the Conference Room Trailer from 2,160 square-feet to 1,440 square-feet, the elimination of several pieces of office furniture, the elimination of a second copy machine, and the elimination of a facsimile machine. Additionally, field office connectivity was changed be provided via the City's existing fiber network in lieu of DSL and four T1 Lines as originally required per contract. Also included in this PCO was the removal of four (4) dead walnut trees at the City parcels north of SRWTP that the City Arborist had deemed to be a safety hazard. See attached Potential Change Order Memorandum No. 5, dated July 25, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $61,820.00 in exchange for the above-mentioned deleted work.
**Database Code: Value Engineering** **Total this item:** **$ (61,820.00)**

4. **PCO #10 – SRWTP Fence Modifications**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 10 dated September 20, 2013, attached hereto and incorporated herein by this reference. The City has made it a priority to improve SRWTP security. Several security fencing changes were made at the Cities direction to improve the site security.

These changes included modifications to the southwest access gate off of Bercut Drive, modifications to the fencing design along the north side of the new Bannon Street plant access road, the addition of permanent security fencing around the City parcel currently being used as the construction trailer site, and modifications to the fencing design along the southeast corner of the site. Additionally, as part of this PCO the City agreed to reduce some of the temporary fencing requirements during construction. See attached Potential Change Order Memorandum No. 10, dated September 20, 2013, for further details. The City and the Contractor agreed to the lump sum price of $28,449.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 28,449.00**

5. **PCO #11 – EAFWTP Synagro Pipe Trench**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 11 dated June 4, 2013, attached hereto and incorporated herein by this reference. The City's solids dewatering contractor (SynaGro) was required to stage their work within a delineated area southwest of the EAFWTP Sludge Lagoon No. 3. SynaGro's temporary sludge piping had to run east, along the south end of Lagoon No. 3. The Contractor needed vehicle and equipment access through this area for the upcoming demolition work on Lagoon No. 3. To address this conflict between work areas, the Contractor was directed to dig a temporary trench for approximately 80-ft of the SynaGro pipeline and purchase steel plates to cover the trench. The plates will be provided to the City after completion of SynaGro work. See attached Potential Change Order Memorandum No. 11, dated June 4, 2013, for further details. The City and the Contractor agreed to the lump sum price of $17,090.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 17,090.00**

6. **PCO#12 – EAFWTP Vegetation Clearing and Trimming**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 12 dated July 25, 2013, attached hereto and incorporated herein by this reference. The Contractor performed out of scope vegetation clearing and trimming at the EAFWTP project site as follows:

- The Contractor was directed to dig up and completely remove four (4) Elderberry Shrubs located around the EAFWTP Clearwell. The City biologist had confirmed that the shrubs could be removed since the City had already mitigated them. Removal of these shrubs was not required in the contract documents.
- The City modified the clearing requirements along the east fence line to trim all vegetation between 0 and 3 feet from back of gutter and clear all vegetation between 3 feet from back of gutter up to existing.
- Existing trees located at the northeast corner of the site were cut to grade and removed to 12" below grade, by grinding.

See attached Potential Change Order Memorandum No. 12, dated July 25, 2013, for further details. The City and the Contractor agreed to the lump sum price of $18,336.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 18,336.00**

7. **PCO#14 – Milestone Adjustments for Baseline Schedule**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum dated September 4, 2013, attached hereto and incorporated herein by this reference. During baseline schedule development, the Contractor found difficulty incorporating all specified work restrictions and sequencing without delaying completion of Milestones C, D, E and F. Several workshops were conducted (Meeting's 12, 21, and 26) to discuss the challenges encountered and develop solutions to mitigate as necessary. As a result, work restrictions and contract times for Milestones A through F, AA1, and AA2 were adjusted. See attached Potential Change Order Memorandum, dated September 4, 2013, for further details. These agreed to revisions resulted in no cost impact to the City, and adjustments to contract time for only these intermediate milestones.

**Database Code: Partnering** **Total this item: $ 0.00**

8. **PCO#15 – EAFWTP Perimeter Fence Modifications**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 15 dated September 5, 2013, attached hereto and incorporated herein by this reference. The City's current security master plan has recommended that the north and west sections of perimeter security fence be updated to meet the 8'-0" minimum security fence height with 3-strand barbed wire to match the other sections of fencing around the EAFWTP. If this change was not implemented the north and west fence lines would have remained approximately 6'-0" in height. The contract called for minimal fencing improvements to be made. This change directed the Contractor to increase the height of approximately 2,800 linear feet of fence along the north and west property lines from 6-feet to 8-feet, install new chain link fabric, and

barbed wire. See attached Potential Change Order Memorandum No. 15, dated September 5, 2013, for further details. The City and the Contractor agreed to the lump sum price of $69,851.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 69,851.00**

9. **PCO#19 – EAFWTP Transite Pipe Collection/Disposal**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 19 dated July 3, 2013, attached hereto and incorporated herein by this reference. Contract Drawing F10C-08 requires demolishing approximately 225 feet of existing 8" storm drain piping. While in the process of potholing the 8" pipeline, the Contractor discovered that the pipe was transite (asbestos) piping. The Contractor was directed to remove and dispose of the transite pipe in accordance with SS 01354. This pipeline was not known by the City or Design Engineer to be transite pipe and was not called out as such in the contract documents. See attached Potential Change Order Memorandum No. 19, dated July 3, 2013, for further details. The City and the Contractor agreed to the lump sum price of $4,282.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item: $ 4,282.00**

10. **PCO#21 – Sludge Removal Support**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 21 dated September 23, 2013, attached hereto and incorporated herein by this reference. The City requested that the Contractor provide a water truck and operator for dust control support during the City's Area 17 sludge off-haul work between July 17, 2013 and August 2, 2013 (13 days). The City also requested that the Contractor provide sludge hauling support for four days from July 30, 2013 to August 2, 2013 from the Area 17 sludge lagoon to the Yolo Landfill. This City had no water truck or hauling support services under contract to complete the Area 17 sludge removal work. The contractual requirement was for the City to have the sludge removed from the Area 17 basin so the Contractor could begin work in the basin by August 2, 2013. In order for the City to meet this deadline the Contractor was directed to provide support to the City's sludge hauling operations.

The City requested that the Contractor provide dewatered sludge hauling support for two days from August 14, 2013 through August 15, 2013. The Contractor hauled the dewatered sludge produced from the City's dewatering work being performed by SynaGro at the SRWTP and EAFWTP sites. Eight full-time trucks were provided to haul the dewatered sludge to the Yolo Landfill. This City had no hauling support services under contract to perform the dewatered sludge removal work at SRWTP and EAFWTP. Since it was only a two day hauling operation and Overaa already had hauling underway at the SRWTP site, it was decided to add this additional scope to the current contract with Overaa.

See attached Potential Change Order Memorandum No. 21, dated September 23, 2013, for further details. The City and the Contractor agreed to the lump sum price of $46,622.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 46,622.00**

11. **PCO#22 – SMUD Pole Vegetation Clearing Costs**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 22 dated September 13, 2013, attached hereto and incorporated herein by this reference. The Contractor discovered an unforeseen SMUD utility pole on the east side of the SRWTP site. The Contractor was directed to clear and grub the area around the pole. The existing SMUD pole was not shown in the contract documents. The Contractor had to mobilize a separate subcontractor to come on site and clear and grub around the existing utility. See attached Potential Change Order Memorandum No. 22, dated September 13, 2013, for further details. The City and the Contractor agreed to the lump sum price of $1,856.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item: $ 1,856.00**

12. **PCO#24 – Gate Valve Size Reduction**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 24 dated September 13, 2013, attached hereto and incorporated herein by this reference. The following valves were called out in the valve schedule as 8-inch but were shown on the drawings on a 6-inch pipe: 10FWVLV001, 10FWVLV008, 10FWVLV009, 10FWVLV011. The Contractor was directed to provide 6-inch valves in lieu of the 8-inch valves called for in the valve schedule. Per the order of precedence of documents established in Specification Section 00800, detail drawings (schedules) take precedence over drawings. The valve supplier correctly bid for 8-inch valves, however the Design Engineer determined that only 6" valves were needed. See attached Potential Change Order Memorandum No. 24, dated September 13, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $1,500.00 in exchange for the above-mentioned change in work.

**Database Code: Design Related** **Total this item: $ (1,500.00)**

13. **PCO#27.1 – 60" FW Pipeline Temporary Isolation West of the 9.5 MG Clearwell**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 27.1 dated September 4, 2013, attached hereto and incorporated herein by this reference. The Contractor is required to demolish a section of the existing 60" FW pipeline, west of the 9.5 MG Clearwell, as shown in contract drawing S10C-27. The Contractor had originally planned to close a series of existing valves on this pipeline in order to isolate and dewater the section of pipe for removal. While planning for this, the Contractor had learned from Plant Operations that the existing valve at the northwest corner of the 9.5 MG Clearwell did not seat properly and could not be depended on to hold back enough water from the Clearwell to perform the pipe removal work. This resulted in a larger amount of water to remove from the pipeline than could have been anticipated during the bid phase as well as additional means for pipeline isolation (plugs and plates). To address this the Contractor had to perform more dewatering labor and pumping. Additionally, the Contractor purchased two inflatable pipe plugs and two steel plates for the 60" FW pipeline isolation. The plugs will be handed over to the City once no longer needed for this work.

During excavation below the section of existing 60" FW pipeline for removal, the Contractor encountered a large reinforced concrete slab below grade that anchored the concrete pipe saddles. The buried slab was not shown in the contract documents. Additionally, the design engineer was not aware of the slab. The Contractor did not account for the additional work related to the demolition, removal, and disposal of this concrete in the bid. Additional work was required for the demolition, removal, and disposal of the reinforced concrete pipe support slab encountered during removal of the 60" FW pipeline west of the 9.5 MG Clearwell.

See attached Potential Change Order Memorandum No. 27.1, dated September 4, 2013, for further details. The City and the Contractor agreed to the lump sum price of $43,684.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Owner Related** **Total this item: $ 43,684.00**

14. **PCO#29 – Concrete Deadman Demolition at HSPS Excavation**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 29 dated August 28, 2013, attached hereto and incorporated herein by this reference. During excavation for the Area 71 – High Service Pump Station the Contractor exposed an existing 20'x10'x2' thick reinforced concrete deadman that appears to have been left in place from the anchoring system for a previously demolished overhead utility power line. The concrete deadman was an unforeseen underground obstruction to completing the contract work and had to be disposed of. The Contractor was directed to remove and dispose of the concrete deadman per Field Order No. 9. See attached Potential Change Order Memorandum No. 29, dated August 28, 2013, for further details. The City and the Contractor agreed to the lump sum price of $3,273.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Unforeseen Condition** **Total this item: $ 3,273.00**

**Total this Change Order = $ 196,410.00**

# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 2

Sacramento, California January 27, 2014

TO: C. Overaa & Co., Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT** **(B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 196,410.00 |
| The contract sum prior to this change order was: | $ 113,972,410.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 113,663.00 |
| New contract sum including all Change Orders: | $ 114,086,073.00 |

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with such additional and/or revised work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz

**Approved By:**

Dave Brent - Director, Department of Utilities

**Approved By:**

Contractor – C. Overaa & Co.

Attested By:
Dawn Bullwinkel
Assistant City Clerk 2-27-14

**This Form Has Been Approved By the City Attorney's Office (10-4-96)** for Change Orders that do not require City Council Approval. A City Attorney signature is required if any changes or alterations are made to this form.

**2013-0421-2**

**Title:** Water Treatment Plants Rehabilitation Project
**Other Party:** C. Overaa and Company

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF SACRAMENTO**
**CHANGE ORDER**
**EXHIBIT A**

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6320-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 2

***Extra Work Items***:

1. **PCO # 06 – Remote Access for 21/27 kV Switchgear Rackout Actuators**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 006 dated November 7, 2013, attached hereto and incorporated herein by this reference. The City met with the switchgear manufacturer, Eaton, on May 8, 2013 to evaluate a list of proposed electrical equipment submittal deviations. During the discussion at the meeting, Eaton proposed adding a remote access integrated motorized remote racking system for switchgear circuit breakers. The remote access system allows the City to use electro-mechanical actuator devices to disengage high voltage circuit breakers from the PLC and HMI panels without putting City personnel within the limits of a potential arc flash hazard. Traditionally, City personnel would manually ratchet out the breaker from the switchgear equipment, performing this operation within the highest level arc flash zones. The City agreed and the Contractor was directed to provide an Integrated Motorized Remote Racking system for the breakers associated with the 21/27 kV Switchgear for the Outdoor SMUD Metering Switchgear 1 and 2 (2 breaker cells) including functional testing of signal status and control of the racking systems for Area 96 from the remote HMI Panel provided by Switchgear supplier. See attached Potential Change Order Memorandum No. 006, dated November 7, 2013, for further details. The City and the Contractor agreed to the lump sum price of $23,492.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Owner Related** **Total this item: $ 23,492.00**

2. **PCO #20 – Duct Bank Bypass Utility Vault at Intake Structure**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 020 dated October 10, 2013, attached hereto and incorporated herein by this reference. Contract drawing S20E-01 shows new 4-inch medium voltage alternating current (VAC) electrical conduits being routed through an existing mechanical utility vault at the SRWTP Intake Structure. The medium voltage conductors may be exposed to moisture and City staff if in the vault and this is a safety concern that should be avoided if possible. Routing the 4160 VAC power in a buried duct bank outside of the vault is a safer installation. The Contractor was directed to route the medium voltage duct bank around the southeast corner of the utility vault. The Contractor will excavate and shore a pit east of the existing vault to receive the directionally drilled conduit coming from the south electrical manhole. After completion of the duct bank installation and backfill of the receiving pit the Contractor will restore the concrete and paver flat work surfaces to match existing flat work. See attached Potential Change Order Memoranda No. 020, dated October 10, 2013, for further details. The City and the Contractor agreed to the lump sum price of $9,394.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Owner Related** **Total this item: $ 9,394.00**

3. **PCO #26 – Missing MH-HV-11 and MV Conduit Reroute**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 026 dated November 7, 2013, attached hereto and incorporated herein by this reference. There is no existing electrical manhole MH-HV-11 as shown on Drawing S10E-04. Hence the intercept point to tie in the new 4160V loop as designed (MH-HV-11) needs to be revised to MHHV-07. Design Clarification Memo (DCM) 40 was issued by the design engineer (Carollo) that rerouted conduits from MH-HV-21 to a new destination of existing MH-HV-07, instead of the designed destination of existing MH-HV-11. As a result, a new medium voltage duct bank was required to be installed into existing MH-HV-07. Additionally, the duct bank from MH-HV-22 to existing MH-HV-11 and the duct bank from existing MH-HV-11 to existing MH-HV-01were deleted from the contract. The net result of this change was a credit back to the City. See attached Potential Change Order Memorandum No. 026, dated November 7, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $4,590.00 in exchange for the above-mentioned deleted work.
**Database Code: Design Related** **Total this item: $ (4,590.00)**

4. **PCO #30 – Security Block Wall Changes**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 030 dated December 3, 2013, attached hereto and incorporated herein by this reference. Specification Section 02821.2.02.C

established the basis for bid as a 6" CMU block. Detail C181 established the basis of bid for the footing trench depth as 49". The Contractor was required to design the wall in accordance with the building code as specified in Sections 02821, 01410, 01612, and 01614. Both Sections 01612.1.03.A.c and 01614.1.03.A.1.a direct the wall designer to design the wall for Category III conditions. As a result of this design process the Contractor was required to increase the CMU block size from a 6" to an 8" CMU block and increase the concrete wall footing depth from 49" to 52". See attached Potential Change Order Memoranda No. 030, dated December 3, 2013, for further details. The City and the Contractor agreed to the lump sum price of $10,210.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 10,210.00**

5. **PCO #31 – Floculation/Sedimentation Basin 2 Sludge Haul-Off**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 031 dated October 7, 2013, attached hereto and incorporated herein by this reference. Bid Item No. 7 in Specification Section 00140 established a volume of 13,800 CY as the basis of bid for the removal of this Basin 2 sludge. Based on the established unit cost of $30/CY reported in the Contractor's Schedule of Values and the difference between the bid quantity and actual surveyed quantity (1,153 CY), a credit in the amount of $34,590 will be provided to the City for the reduction in anticipated sludge removal. Overaa issued Memo #60 on 7/24/13 notifying the City of the potential extra costs associated with separating old construction debris (from previous projects) from the sludge material which was being exported to the Yolo County Landfill. This has been negotiated as a no cost item as part of this PCO. Overaa issued Memo #65 on 8/5/13 notifying the City of potential extra costs involved with the removal of the wet sludge from the northwest quadrant of Basin 2. This has been negotiated as a no cost item as part of this PCO. See attached Potential Change Order Memorandum No. 031, dated October 7, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $34,590.00 in exchange for the above-mentioned deleted work.

**Database Code: Design Related** **Total this item: $ (34,590.00)**

6. **PCO #36 – Bedding Depth Increase for Pipe 16" and Larger**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 036 dated December 3, 2013, attached hereto and incorporated herein by this reference. The Contractor's bid for pipe bedding was based on the Specification Section 02318-3.02 C.3.a requirement that stated for pipelines greater than 16 inches in diameter the Contractor shall "place 4 inches, or 1/12 the outside diameter of pipe, whichever is greater, of fine grading material below bottom of pipe.". Per DCM-036, the Contractor was directed to increase the amount of trench bedding material below pipelines larger than 16 inches in diameter to 12 inches of fine grading material below bottom of pipe. This results in an average of 7.5 inches of additional pipe bedding material depth for all pipe larger than 16-inches in diameter. See attached Potential Change Order Memoranda No. 036, dated December 3, 2013, for further details. The City and the Contractor agreed to the lump sum price of $37,802.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 37,802.00**

7. **PCO #37 – SRWTP Debris Removal in Solids Handling Area**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 037 dated October 28, 2013, attached hereto and incorporated herein by this reference. During excavation at the SRWTP solids handling area the Contractor unearthed miscellaneous, undocumented, debris. The Contractor was directed to remove and dispose of this debris. See attached Potential Change Order Memoranda No. 037, dated October 28, 2013, for further details. The City and the Contractor agreed to the lump sum price of $3,610.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item: $ 3,610.00**

8. **PCO #44 – EAFWTP Storm Water Pollution Prevention Best Management Practices (BMP's)**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 044 dated September 27, 2013, attached hereto and incorporated herein by this reference. As part of Change Order No. 1 (PCO-12) the Contractor was directed to clear vegetation from the east and west fence lines at the EAFWP site. The original contract requirement was to trim the vegetation to a 2 foot maximum height. The vegetation clearing resulted in strips of exposed earth along the east and west property lines that now required erosion and sediment control measures during construction. The Contractor was directed to provide SWPPP BMP's to protect these areas. Seedless hydromulch ground cover for erosion control and straw waddles for sediment control was provided. See attached Potential Change Order Memoranda No. 044, dated September 27, 2013, for further details. The City and the Contractor agreed to the lump sum price of $14,330.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 14,330.00**

9. **PCO #45 – Intake VFD Modifications and Cabling**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 045 dated December 20, 2013, attached hereto and incorporated herein by this reference. The Contractor recommended the Intake floor (where the proposed Intake VFDs were located), not be core drilled as required per contract. Upon x-raying the Intake floor there were too many embedded conduits to allow for core drills in the proposed locations to hit the VFD conduit windows. Per DCM-48 the Contractor was directed feed all wiring from overhead, rather than core through deck from below, and to utilize new MV wireway, new LV wireway or existing conduits. In addition to the cost for the new overhead work added to the contract, the Contractor provided a credit for core drills and conduit work deleted from the contract as shown on drawings S20E-04 and S20E-05. See attached Potential Change Order Memorandum No. 045, dated December 20, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $3,064.00 in exchange for the above-mentioned deleted work.

**Database Code: Unforeseen Condition** **Total this item: $ (3,064.00)**

10. **PCO #48 – Abandon Existing Pipeline Between Areas 52 and 51**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 048 dated December 20, 2013, attached hereto and incorporated herein by this reference. An existing 36" pipeline running from the Area 52 filter gallery to the Area 51 new filters was located by the Contractor during excavation work. The existing 36" pipeline was undocumented and not shown for removal or abandonment on drawings S10C-29 or 30. Per Field Order #12 the Contractor was directed to remove and dispose of a section of the pipeline. Additionally, the remaining section of pipe between Area 51 and Area 52 was to be filled with low density cellular concrete and abandoned. See attached Potential Change Order Memoranda No. 048, dated December 20, 2013, for further details. The City and the Contractor agreed to the lump sum price of $4,025.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 4,025.00**

11. **PCO #49 – North Fence Line Tree Removal**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 049 dated October 28, 2013, attached hereto and incorporated herein by this reference. Drawing S10C-20 note 27 calls for trimming trees in this area to a 7' minimum canopy height but does not call for the removal of any trees. Per the response to RFI-101, the Contractor was directed to remove a tree that is west of Heritage Tree # 2 along the north property line. This tree will be in direct conflict with the new fence line to be installed along the north property limit at SRWTP. See attached Potential Change Order Memoranda No. 049, dated October 28, 2013, for further details. The City and the Contractor agreed to the lump sum price of $2,727.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 2,727.00**

12. **PCO #53 – Removal of Waterproofing at Existing Filters**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 053 dated December 3, 2013, attached hereto and incorporated herein by this reference. The existing Filter Complex (Area 51) west wall has an exterior waterproofing material on the wall face. Portions of this waterproofing material needed to be removed for the purpose of bonding new concrete cast against old concrete and for aesthetics and appearance. The contract documents did not address this existing waterproofing. The Contractor was directed to remove existing waterproofing material. See attached Potential Change Order Memoranda No. 053, dated December 3, 2013, for further details. The City and the Contractor agreed to the lump sum price of $4,400.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item: $ 4,440.00**

13. **PCO #55 – EAFWTP Trench Material Backfill**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 055 dated October 4, 2013, attached hereto and incorporated herein by this reference. Less settlement is anticipated for pipelines and duct banks at the EAFWTP site than the SRWTP site. Considering this, the Contractor proposed a credit to the City to be allowed to use native material as trench backfill in lieu of having to import select material per the contract requirement. The City agreed to allow the Contractor to use excavated native material for trench backfill at the EAFWTP site only. See attached Potential Change Order Memorandum No. 055, dated October 4, 2013, for further details. The City and the Contractor agreed to the lump sum credit of $6,500.00 in exchange for the above-mentioned deleted work.

**Database Code: Value Engineering** **Total this item: $ (6,500.00)**

14. **PCO #56 – EAFWTP 8" TO Discharge Pipe in FWW Lagoons 1 & 2**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 056 dated October 28, 2013, attached hereto and incorporated herein by this reference. Drawing F10C-12 provides no details on

how the 8" TO pipe is to discharge into FWW Lagoons 1 and 2 at EAFWTP. Per the details provided in the response to RFI-160, the Contractor shall provide above grade 8" discharge piping, pipe supports, and plug valves for the 8" TO pipe discharge into the FWW Lagoons 1 and 2 at EAFWTP. See attached Potential Change Order Memoranda No. 056, dated October 28, 2013, for further details. The City and the Contractor agreed to the lump sum price of $13,316.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 13,316.00**

15. **PCO #60 – 27 kV Switchgear Snubber Study**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 060 dated November 25, 2013, attached hereto and incorporated herein by this reference. A Snubber Study was not required per contract. In RFI-136, Eaton recommended a Snubber Study be performed for the 27kV Switchgear Lineups. The study was recommended because the transformers are closed coupled to the VCP-W breakers located in the 27kV lineups. The opening/closing of the MV breakers causes transients that are harmful to the transformers. The Design Engineer (Carollo) and the City reviewed this recommendation and agreed that a Snubber Study should be performed. Per the response to RFI-136.1, the Contractor was directed to perform the Snubber Study on the 27kV Switchgear Lineup. See attached Potential Change Order Memoranda No. 060, dated November 25, 2013, for further details. The City and the Contractor agreed to the lump sum price of $14,149.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 14,149.00**

16. **PCO #61 – Intake Structure VFD Housekeeping Pads**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 061 dated October 28, 2013, attached hereto and incorporated herein by this reference. Housekeeping pads for the Intake Structure VFD's were not required in the design. Electrical Drawing S20E-04 & 05 show the general location for the VFDs for intake pumps 3 & 6, but there is no specific detail callout for a housekeeping pad. S00E-16 calls out VFD's mounted on the existing floor. In the response to RFI-184 Carollo directed Overaa to provide housekeeping pads for the new VFD's. See attached Potential Change Order Memoranda No. 061, dated October 28, 2013, for further details. The City and the Contractor agreed to the lump sum price of $13,229.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 13,229.00**

17. **PCO #62 – SRWTP Decorative Fence Panel Modifications**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 062 dated November 8, 2013, attached hereto and incorporated herein by this reference. Drawing S10C-37 calls for the decorative fence panels at the SRWTP main entrance gate area to be raised to match the adjoining fence. RFI 139 was issued requesting clarification on this note as "raising" the fence panels would leave a gap below and no details were provided on how the panels should be "raised". Per DCM-54, the Contractor was directed to cut and extended the height of the existing decorative stainless steel fence panels adjacent to the SRWTP main entrance gate to match the height of the adjacent chain link security fencing. Additionally, the Contractor was directed to provide decorative fencing sections in the gaps over the existing columns and between the modified fence sections. See attached Potential Change Order Memoranda No. 062, dated November 8, 2013, for further details. The City and the Contractor agreed to the lump sum price of $9,826.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 9,826.00**

18. **PCO #78 – EAFWTP Added Walkway at FWW Pump Station**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 078 dated December 3, 2013, attached hereto and incorporated herein by this reference. Contract Drawing F15E-02 shows panel 15DP-1 being mounted so that the panel door faces the existing landscape area to the east. In RFI-174 the Contractor was directed to pour a concrete walkway in the landscape area to provide City staff with a stable work area in front of the panel rather than having to stand in a landscaped area. See attached Potential Change Order Memoranda No. 078, dated December 3, 2013, for further details. The City and the Contractor agreed to the lump sum price of $1,022.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 1,022.00**

19. **PCO #79 – Basin 2 Transite Pipe Removal**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 079 dated December 3, 2013, attached hereto and incorporated herein by this reference. Transite pipe is an asbestos material that requires a specialized removal and disposal process by a licensed contractor. An existing transite pipeline, which was not shown in the contract documents, was located during Basin 2 sludge removal. The Contractor was directed to remove and dispose of an transite pipeline. See attached Potential Change Order Memoranda No. 079, dated December 3, 2013, for

further details. The City and the Contractor agreed to the lump sum price of $835.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item:** **$ 835.00**

**Total this Change Order =** **$ 113,663.00**

# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 3

Sacramento, California January 27, 2014

TO: C. Overaa & Co., Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT** **(B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 310,073.00 |
| The contract sum prior to this change order was: | $ 114,086,073.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 36,000.00 |
| New contract sum including all Change Orders: | $ 114,122,073.00 |

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with such additional and/or revised work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz

**Approved By:**

Dave Brent - Director, Department of Utilities

**Approved By:**

Contractor – C. Overaa & Co.

Attested By:

Dawn Bullwinkel
Assistant City Clerk 2-27-14

**This Form Has Been Approved By the City Attorney's Office (10-4-96)** for Change Orders that do not require City Council Approval. A City Attorney signature is required if any changes or alterations are made to this form.

2013-0421-3
Title: Water Treatment Plants Rehabilitation Project
Other Party: C. Overaa and Company

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF SACRAMENTO**
**CHANGE ORDER**
**EXHIBIT A**

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6320-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 3

***Extra Work Items***:

1. **PCO #50 – Partnering Consultant Services**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 050 dated January 27, 2014, attached hereto and incorporated herein by this reference. The City and Overaa have agreed to implement Partnering into the WTP's Rehabilitation Project. Red Rocks Advisors will be hired to guide the Partnering process. Red Rocks Advisors will be under contract with Overaa. Partnering associated costs, including Red Rocks Advisors fees, are estimated to be $72,000. The costs for Partnering will be split equally between the City and Overaa. The construction contract is being increased by $36,000 to reflect the City and Overaa's agreement to split the cost evenly. The City's half cost share will be based on actual invoiced costs. See attached Potential Change Order Memoranda No. 050, dated January 27, 2014, for further details. The City and the Contractor agreed to the maximum price of $36,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Partnering** **Total this item:** **$ 36,000.00**

**Total this Change Order =** **$ 36,000.00**

# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 4

Sacramento, California April 8, 2014

TO: C. Overaa & Co. , Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT** **(B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 346,073.00 |
| The contract sum prior to this change order was: | $ 114,122,073.00 |
| The contract sum will be ***unchanged*** by this C.O.: | $ 0.00 |
| Contract sum including all Change Orders: | $ 114,122,073.00 |

CONTRACTOR agrees that the contract sum shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with performance of the work under the Contract, as modified by this Change Order, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work as specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz

**Approved By:**

Dave Brent - Director, Department of Utilities

**Approved By:**

Contractor – C. Overaa & Co.

**Approved By:**

Dawn Bullwinkel 4-18-14

**Dawn Bullwinkel**
**Assistant City Clerk**

**This Form Has Been Approved By the City Attorney's Office (10-4-96)** for Change Orders that do not require City Council Approval. A City Attorney signature is required if any changes or alterations are made to this form.

**CITY OF SACRAMENTO**
**CHANGE ORDER**
**EXHIBIT A**

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6320-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 4

***Administrative Change Items***:

1. **Modify Amounts in the Application for Payment Summary based on the Final Schedule of Values**
The contract documents require the Contractor to submit a Preliminary Schedule of Values (see Attachment 1 to Exhibit A, attached hereto and incorporated herein by this reference) based on preliminary construction schedules, or based on the accepted Baseline Schedule, per Section 01294. The Schedule of Values (SOV) serves as the basis for determining Contractor payments using an Application for Payment form that summarizes various contract lump sum, unit price, and allowance items that sum to the total bid contract amount. After the Preliminary SOV was submitted, the Contractor relied upon the preliminary amounts in the Application for Payment form for monthly payment for the Work, while the baseline construction schedule and final agreed Schedule of Values were under review and acceptance by the City. In the Final Schedule of Values, the Contractor proposed different item amounts in the Application for Payment summary than the amounts used to date based on the Preliminary SOV, citing more detailed and specific cost information than previously available at the time that the Preliminary SOV was prepared and submitted.

This change order establishes the updated Application for Payment form (otherwise known as 'Progress Pay Estimate') using the revised item amounts from the Final Schedule of Values (see Attachment 2 to Exhibit A, attached hereto and incorporated herein by this reference). This will serve as the basis for processing subsequent monthly pay estimates and requests for payment from the Contractor after the February 20, 2014 payment period.

The original total lump sum, unit price, and allowance bid item amounts remain unchanged, as does the construction contract amount, except by prior authorized change order/s. Only the specific sub-item Authorized amounts have been adjusted and modified to match the totals in the Final Schedule of Values.

**Database Code: Partnering** **Total this item:** **$ 0.00**

**Total this Change Order =** **$ 0.00**

# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 5

Sacramento, California May 14, 2014

TO: C. Overaa & Co. , Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT (B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 346,073.00 |
| The contract sum prior to this change order was: | $ 114,122,073.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 479,172.00 |
| New contract sum including all Change Orders: | $ 114,601,245.00 |

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with such additional and/or revised work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz Date

**Approved By:**

Contractor – C. Overaa & Co. Date

**Approved as to Form by:**

Joe Robinson, Senior Deputy City Attorney

**Approved By**:

Dave Brent, Director, Department of Utilities

**Approved By**:

Shirley Concolino – City Clerk Date

# CITY OF SACRAMENTO
## CHANGE ORDER
## EXHIBIT A

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6310-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 5

***Extra Work Items***:

1. **PCO#16 - EAFWTP Dewatering Building Structural Modifications**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 16 dated February 7, 2014, attached hereto and incorporated herein by this reference. Through Design Clarification Memoranda (DCM) and RFI responses the Design Engineer made several changes to the EAFWTP Dewatering Building design such as the redesign of the building retaining wall and conveyor support columns, extending the length of the buildings elevated walkway, and adding an interior reinforced concrete wall to support an elevated concrete deck. The changes were ultimately needed to address information that was not included in the original design documents. See attached Potential Change Order Memoranda No. 16, dated February 7, 2014 for further details. The City and the Contractor agreed to the lump sum price of $52,739.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Design Related** **Total this item:** **$ 52,739.00**

2. **PCO #17 – EAFWTP Pipe Relocations Around Lagoon 3**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 17 dated February 10, 2014, attached hereto and incorporated herein by this reference. While potholing for existing pipelines along the south and east side of the Dewatering Building and existing Sludge Lagoon No. 3 the Contractor encountered found that the existing 4" SPD pipeline was not in the location shown in Section C/Drawing F10C-06, a 6" pipeline approximately 2'-7" east of the face of the wall that was not shown in the contract documents, and an existing 2" water and 6" pipe located at the southwest corner of Sludge Lagoon #3 that were stubbed out of the ground and approximately 1-ft from the face of the sludge lagoon wall that were not shown on the contract drawings. All of these pipes were required to be either relocated or demolished for the installation of the Dewatering Building sheet pile excavation support system. This pipeline relocation and demolition work was not original contract work. This work was directed to be performed on a time and materials basis. See attached Potential Change Order Memoranda No. 17, dated February 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $10,989.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Unforeseen Condition** **Total this item:** **$ 10,989.00**

3. **PCO #28 – Credit Markups/Cost of Work Revision/Deletion of LEED Requirements**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 028 dated March 10, 2014, attached hereto and incorporated herein by this reference. Supplementary Condition (SC)-12.01.C.1 was issued to replace General Condition (GC) -12.01.C.1. The City agreed to reduce the five percent markup on credits to three percent provided that none of the Contractor's office support and engineering staff's time in change order preparation and negotiation be included in the change orders cost of work.

As stated in Specification Section 01351-1.02.C, the WTP's Rehabilitation Project is not formally pursuing LEED Certification. The Project has been designed to meet the intent of the sustainable design criteria outlined in the LEED Rating System and the Contractor will remain responsible for constructing the Project per the design. The intent of requiring the Contractor to document the LEED Credits through the LEED Rating System was to demonstrate that the Project has implemented comparable sustainable design efforts as that of a LEED Silver Certification project. The Contractor will no longer be required to document that the requirements and or intent of the indicated LEED Construction Credits have been met on the Project as detailed in Specification Section 01351.

See attached Potential Change Order Memoranda No. 028, dated March 10, 2014 for further details. The City and the Contractor agreed to the price of $0.00 to perform the above-mentioned contract changes.
**Database Code: Partnering** **Total this item:** **$ 0.00**

4. **PCO #38 – Deletion of Secondary Containment Coating System**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 038 dated March 10, 2014, attached hereto and incorporated herein by this reference. Coating of secondary containment areas was determined by the Design Engineer to not be needed. Per DCM-37 the Contractor was directed to delete the requirement in Specification Section 09960-3.19 to coat the secondary containment areas with vinyl ester coating. See attached Potential Change Order Memorandum No. 038, dated March 10, 2014, for further details. The City and the Contractor agreed to the lump sum credit of $116,434.00 in exchange for the above-mentioned deleted work.

**Database Code: Value Engineering** **Total this item: $ (116,434.00)**

5. **PCO #39 – Modifications Due to Security System Vendor Selection**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memorandum No. 039 dated February 25, 2014, attached hereto and incorporated herein by this reference. The SRWTP and EAFWTP site security system designs were originally done to accommodate two security vendors. The City selected a security system vendor after the bid period was over. The selected vendor did not require all of the items in the contract documents. Per DCM-18, eight security camera poles, two handholes, and approximately 200-feet of buried conduit have been deleted from the contract documents as a result of selecting a security vendor that did not require some of these elements of work. See attached Potential Change Order Memorandum No. 039, dated February 25, 2014, for further details. The City and the Contractor agreed to the lump sum credit of $33,341.00 in exchange for the above-mentioned deleted work.

**Database Code: Owner Related** **Total this item: $ (33,341.00)**

6. **PCO #40 – EAFWTP Centrate to Sewer Modifications**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 40 dated March 18, 2014, attached hereto and incorporated herein by this reference. At the E.A. Fairbairn plant, the City has elected to send flows from the existing WWD pump station to the new centrate to sewer line. Currently, WWD flows are sent to a nearby sanitary sewer manhole, and are limited to 200 gallons per minute (gpm) based on a permit through the Sacramento Area Sewer District. This modification would allow the City to increase flows from the WWD pump station to the sewer. Additionally, Per California Department of Public Health (CDPH) requirements, the air gap in the centrate to sewer line has been moved from the centrate-to-sewer pump station to the new dewatering building. In the event that there is backflow from the sewer force main, the backflow would be contained within the dewatering building. This is opposed to locating the air gap at the centrate-to-sewer pump station, whereby a backflow event could result in the release of raw sewage into the adjacent sludge lagoons, which in turn recycle decanted water to the head of the plant. To increase WWD flow capacity to the sewer and make the necessary changes to the air gap, the Contractor was directed to replace the existing WWD pumps with larger pumps, install a new 800-foot long, 6" diameter, Ductile Iron pipeline, install new above-ground sewage combination air/vacuum valves (SCAV) and motorized plug valve assembly at the SRCSD tie-in, and install a new stainless steel air gap assembly in the dewatering building. See attached Potential Change Order Memoranda No. 40, dated March 18, 2014 for further details. The City and the Contractor agreed to the lump sum price of $320,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Owner Related** **Total this item: $ 320,000.00**

7. **PCO #41 – Thickened Sludge Pump Station Structural Changes**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 041 dated February 10, 2014, attached hereto and incorporated herein by this reference. Multiple structural design changes were made to the SRWTP and EAFWTP Thickened Sludge Pump Stations through a series of DCM's issued by the Design Engineer. Per DCM-41 and DCM-42, the rotary lobe pumps to be installed in the EAFWTP TSPS are larger than anticipated during design. To accommodate this change in pump size the two deck openings and hatches needed to be enlarged from 2'-0" by 5'-0" to 3'-0" by 5'-10". Additionally, the equipment pads were required to be larger than shown. Per DCM-51 and RFI-170, the SRWTP and EAFWTP TSPS stainless steel grating support angles and beam supports were added to the top decks that were not previously shown in the contract drawings. Additionally, the grating thickness specified was increased from a 1.5" grating thickness to a 2" grating thickness. Per DCM-43, the trench drain for the Thickened Sludge Pump Station at SRWTP and EAFWTP called out a top of grating elevation that creates a conflict as there is not enough room to install the grating and grating supports within the trench drains. The Design Engineer and City decided to delete the grating for the trench drains at both structures. See attached Potential Change Order Memoranda No. 041, dated February 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $23,600.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 23,600.00**

8. **PCO #43 – 60" FW at 9.5 MG Drop Box Pipe and Support Changes**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 043 dated February 13, 2014, attached hereto and incorporated herein by this reference. During discussions stemming from RFI 35.1, the CM team pointed out that the P602 concrete pipe support for the 60" FW near the 9.5 MG Reservoir Drop Box is substantially smaller than the existing pipe supports. The existing supports are designed to prevent flotation of the pipe when the moat is full and the pipe is empty. The Design Engineer reviewed the design and found that contract P602 supports are deficient to resist flotation. DCM-44 deleted the smaller six (6) P602 pipe supports included in the design of the 60" FW near the drop box and replaced them with two (2) larger ballast concrete pipe supports. Per RFI-304, the Design Engineer directed the Contractor to provide expansion joints within each of the two ballast slabs to prevent cracking of the concrete. By adding the expansion joints this created the potential for differential settlement between the two slabs. This differential settlement would impart stresses on the 60" FW pipeline that could lead to failure. To address this concern, restrained flexible couplings were added to the 60" FW at the expansion joints. The 60" pipe was already on site. This change required that the 60" pipe be shipped back to the manufacturer so the pipeline could be modified in the shop for the 60" coupling and restraint rings. See attached Potential Change Order Memoranda No. 043, dated February 13, 2014 for further details. The City and the Contractor agreed to the lump sum price of $86,642.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 86,642.00**

9. **PCO #52 – Inflatable Plug Rental at 5 MG Clearwell**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 052 dated February 10, 2014, attached hereto and incorporated herein by this reference. As shown on Drawing S10C-27 a section of the existing 60" FW pipeline at the northwest corner of the 5 MG Clearwell is required to be demolished for construction of the new drop box. The approved plan was for the Contractor to close the existing gate at the northeast corner of the clearwell to isolate the 60" FW pipeline prior to cutting into the line for demolition. It's was found shortly after beginning pipe demolition that the fully closed gate was leaking, allowing a significant amount of water from the clearwell to flow into the 5 MG drop box excavation. The Contractor was directed to install additional dewatering measures to control this water and continue work in the excavation. A temporary 60-inch inflatable plug was rented by the Contractor between 9/17/2013 and 12/16/2013. See attached Potential Change Order Memoranda No. 052, dated February 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $15,188.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Unforeseen Condition** **Total this item: $ 15,188.00**

10. **PCO #65 – Bannon Street Entrance Re-grading**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 065 dated February 10, 2014, attached hereto and incorporated herein by this reference. The Contract Documents require a speed bump be installed underneath the gate at the Bannon Street entrance per Keynote 8 on S10C-70. During the course of the contract grading work, it was noticed that in order for the fence to clear the ground surface at the northern side of the entrance road in its fully open position, that the speed bump would be required to be greater than 12 inches in height. This height is too large. If the gate were installed in a lower position to accommodate the speed bump then the gate would conflict with finish grade before being in the fully open position. Therefore, re-grading of the area is necessary. DCM-64 was issued by the design engineer to address this design conflict. The Contractor was directed to perform this work on a time and materials basis. See attached Potential Change Order Memoranda No. 065, dated February 10, 2014 for further details. The City and the Contractor agreed to the price of $7,818.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 7,818.00**

11. **PCO #69 – SRWTP Dewatering Building Plate Modifications**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 069 dated February 10, 2014, attached hereto and incorporated herein by this reference. As noted in RFI-198, Keynote 4 on contract Drawing S19S-03 calls for galvanized plates with C8x11.5 stiffeners. Detail S502 calls for 80 lb maximum weight for cover plates. The length of one C8x11.5 stiffener will exceed the 80 lb limit. Additionally, the northeast corner of the cover plates is shown protruding into the 2-ft square concrete columns of the structure. To address these design conflicts the design engineer directed the contractor to provide hoist rings for the plates and make shop modifications to each plate. See attached Potential Change Order Memoranda No. 069, dated February 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $2,322, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 2,322.00**

12. **PCO #71 – Concrete Traffic Cushion at Dewatering Building Conveyor Supports**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 071 dated March 10, 2014, attached hereto and incorporated herein by this reference. Large City equipment, such as front end loaders, will regularly be working with the dewatered sludge piled up around the Dewatering Building conveyor support structural columns. Adequate column protection against accidental contact by these large pieces of equipment is needed. No column support protection was included in the contract for the three columns at the EAFWTP Dewatering Building and only guard posts were provided to protect the four columns at SRWTP. The Design Engineer determined that guard posts were not sufficient column protection. As indicated in DCM-69, the Contractor was directed to install concrete cushion collars around the SRWTP and EAFWTP Dewatering Building conveyor support columns. Seven total columns were modified. Additionally, the eight guard posts called out on drawing S10C-35 at the SRWTP conveyor supports were deleted since they are no longer needed. A credit for the deletion of the guard posts was incorporated into this change. See attached Potential Change Order Memoranda No. 071, dated March 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $21,030, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 21,030.00**

13. **PCO #72 – EAFWTP Traffic Barrier Wall at Sludge Lagoon #2**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 072 dated March 10, 2014, attached hereto and incorporated herein by this reference. As indicated in the RFI-227 response from the Design Engineer, the Contractor was directed to provide a 2'-6" tall by 36'-0" long reinforced concrete wall extension to the east wall of existing Sludge Lagoon #2. Additionally, the RFI-227 response identified a design conflict between the Lagoon #3 ramp reinforcement and the Lagoon #3 retaining wall footing at the base of the ramp. The contractor was directed to provide additional labor to cut out rebar and reinstall new bar to address this conflict. The existing east wall of Sludge Lagoon #2 has become a traffic barrier wall for the new ramp to Sludge Lagoon #3. After the ramp was built it was determined that the top of the Sludge Lagoon #2 wall running along the west side of the ramp would not provide proper fall protection and would be a safety hazard if left as it was. The Design Engineer agreed and provided the appropriate wall extension details to address this oversight. See attached Potential Change Order Memoranda No. 072, dated March 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $14,132, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 14,132.00**

14. **PCO #73 – EAFWTP Dewatering Building FRP Grating Addition**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 073 dated February 11, 2014, attached hereto and incorporated herein by this reference. For operator/personnel safety in polymer spill containment areas, FRP grating is to be used to provide a non-slip walking surface. This was included in the contract for the polymer areas at the SRWTP Dewatering Building but was not included for the EAFWTP Dewatering Building. In DCM-55 the Design Engineer directed the Contractor to provide FRP grating in the containment areas around the EAFWTP Dewatering Building polymer tanks. Additionally, the containment curbs surrounding the polymer tote scale and emulsion polymer pump pad were modified. See attached Potential Change Order Memoranda No. 073, dated February 11, 2014 for further details. The City and the Contractor agreed to the lump sum price of $41,628, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 41,628.00**

15. **PCO #81 – SRWTP Centrate Pump Station and Retaining Wall Conflict**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 081 dated February 25, 2014, attached hereto and incorporated herein by this reference. As shown in the civil site plan, Drawing S10C-35, two retaining wall piles and the wall footing are in conflict with the Area 19 Centrate Pump Station Vault. In the response to RFI-258 the Design Engineer added expansion joints at the interface between the wall footing and the vault. Additionally, the Design Engineer doubled the amount of wall reinforcement in a 20-ft section of retaining wall immediately east of the vault. See attached Potential Change Order Memoranda No. 081, dated February 25, 2014 for further details. The City and the Contractor agreed to the lump sum price of $4,679, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 4,679.00**

16. **PCO #82 – Added Curb at HSPS/Electrical Substation**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 082 dated February 11, 2014, attached hereto and incorporated herein by this reference. Contract Drawing S96S-14 calls out a length of 121'-0" for the Electrical Substation retaining wall. Laying out this length of retaining wall on the site plan on Drawing S10C-34 creates a 25' long area at the east end of the wall with no detail for transition from the retaining wall to grade. RFI-77 and 260 were issued to address this design omission. The Design Engineer added approximately 25' of 1'-6" tall curb at the east end of the Electrical Substation retaining wall to address this omission. See attached Potential Change Order Memoranda No. 082, dated February 11, 2014 for further details. The City and the Contractor agreed to the lump sum price of $3,639, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 3,639.00**

17. **PCO #83 – Filter Gullet Wall Manway Access Cover Plates**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 083 dated February 11, 2014, attached hereto and incorporated herein by this reference. Key Note 2 on Contract Drawing S51S-04 requires access openings at the base of the gullet walls in Filters 15 and 16. No further details were provided on these access openings. DCM-65 was issued to provide clarification on the opening size (2'-6" by 2'-0") and also to add four (4) ½" thick, Type 316 stainless steel cover plates for the access openings. The access openings are required for inspection and maintenance of the lower gullet areas of the filters. The cover plates are required to reduce the opening to match other lower gullet openings and maintain an even hydraulic flow distribution from the filters to the lower gullet. See attached Potential Change Order Memoranda No. 083, dated February 11, 2014 for further details. The City and the Contractor agreed to the lump sum price of $19,541, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Design Related** **Total this item: $ 19,541.00**

18. **PCO #102 – Shoring/Falsework for Elevated Slabs**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 102 dated March 24, 2014, attached hereto and incorporated herein by this reference. The Contractor's deck shoring designer was required to design lower level shoring systems to support the intermediate slabs as well as the upper suspended slabs. The lower level shoring system was required, by the Design Engineer, to stay in place during the construction of the upper suspended slabs. Specification Section 03102.3.04 requires that falsework be designed to support the loads that would be imposed if the entire superstructure were placed at one time. The Contractor was held to the requirement through the submittal review process for elevated deck shoring. During the submittal review process the Design Engineer required the lower level shoring system to stay in place during the construction of the upper suspended slabs, in order to meet the requirements of Section 03102.3.04. The Contractor has taken exception with this requirement, as this was not explicitly stated in the contract. The Contractor contended that keeping lower level shoring in place for upper deck pours would result in renting more shoring materials than originally estimated for. See attached Potential Change Order Memoranda No. 102, dated March 24, 2014 for further details. The City and the Contractor agreed to the lump sum price of $5,000, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 5,000.00**

**Total this Change Order = $ 479,172.00**

# CITY OF SACRAMENTO

## CHANGE ORDER

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6013-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 6

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Sacramento, California May 19, 2014

TO: C. Overaa & Co. , Contractor

**CONTRACT FOR: WATER TREATMENT PLANTS REHABILITATION PROJECT (B13141321009)**

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

**Description:** See Exhibit A, attached hereto and incorporated herein by this reference.

| | |
|---|---|
| The original contract sum was: | $ 113,776,000.00 |
| Net change by previous change orders: | $ 825,245.00 |
| The contract sum prior to this change order was: | $ 114,601,245.00 |
| The contract sum will be ***increased*** by this C.O.: | $ 387,396.00 |
| New contract sum including all Change Orders: | $ 114,988,641.00 |

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate CONTRACTOR for any and all direct and indirect costs that may be incurred by CONTRACTOR in connection with such additional and/or revised work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will **be increased zero (0) days** by reason of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

**Approval Recommended By:**

Project Manager – Ian Pietz Date

**Approved By:**

Contractor – C. Overaa & Co. Date

**Approved as to Form by:**

Joe Robinson, Senior Deputy City Attorney

**Approved By**:

Dave Brent, Director, Department of Utilities

**Approved By**:

Shirley Concolino – City Clerk Date

# CITY OF SACRAMENTO
# CHANGE ORDER
# EXHIBIT A

**Contract # & Date:** 2013-0421 04/09/13 **Budget #:** 6005/6310-500000-51000000-Z14006000

**Purchase Order #:** 0000020293 **Change Order No:** 6

The "*Extra Work Items*" in Change Order No: 6 include work items for a global settlement and for additional issues that are unrelated to the global settlement. The change descriptions herein are organized into those two groups:

***Extra Work Items - Global Settlement:***

1. **PCO #33 – Select Material**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 33 dated May 7, 2014 and No. 112 dated March 18, 2014, attached hereto and incorporated herein by this reference, including all the various change components listed below and described herein:

A. PCO #33 – Select Material Deviation

The original contract requirement was that all fill material be select material meeting the gradation requirements in Specification Section 02050-2.01.K. Overaa proposed using native material for backfill in various areas on site in lieu of select material. The site native material does not meet the gradation requirements for select material. The City allowed the substitution of native material for select material in various situations provided an adequate credit back to the City could be negotiated for the reduction in labor and material associated with the Contractor no longer having to import select material, blend with native to create select material, and haul native material from the site.

B. PCO #112 - Basin 2 Demolition and Recycled Concrete

In RFI-354 Overaa requested that the concrete rubble generated from Basin 2 demolition be allowed to be left on site as compacted fill instead of using select material as fill. The City requested more information regarding the crushing process, noise and dust control, and fine migration through the crushed concrete. Overaa provided this information to the City in Memo-233. The City allowed the use of the recycled crushed concrete as fill material provided Overaa proceed with the demolition of Basin 2 per the requirements in DCM-95 and the demolition of the existing settled water effluent channel and hydraulic gate north of Basin 2 at no additional cost to the City.

See attached Potential Change Order Memoranda No. 33 dated May 7, 2014 and No. 112 dated March 18, 2014, for further details. The City and the Contractor agreed to the lump sum credit of $447,375.00 in exchange for the above-mentioned deleted work.

**Database Code: Partnering** **Total this item:** **$ (447,375.00)**

2. **PCO #57 – Dewatering**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 57 dated May 8, 2014, attached hereto and incorporated herein by this reference.

The Contract Documents require that the Contractor install and maintain dewatering systems, and dispose of water from excavations or other parts of the Work. Specification 02240 requires that the Contractor monitor the disposal or dewatering discharge effluent, for constituents and intervals required by the discharge permit, and provide treatment process to maintain constituent concentrations in the dewatering discharge effluent below the limits in the discharge permit. For this project, the City adopted is own storm water discharge permit and assumed the project dewatering discharge effluent to meet the requirements of its permit. During the initial dewatering operations in September 2013, a visible plume in the Sacramento River was observed at the dewatering discharge location. The Contractor implemented dewatering treatment options, however, naturally occurring iron-manganese was oxidizing and precipitating out of solution to form an orange-brown concentrated plume which the Contractor's treatment equipment could not effectively control. The iron oxide precipitate was unanticipated prior to bid. MWH issued Field Order 012 (later renamed as FO-015) to direct the Contractor to proceed with the installation of a temporary HDPE pipeline from SRWTP to the existing 24" diameter gravity sewer in Richards Boulevard. Temporary pipes were also extended east to the Plant Drain Pump Station where it was discharged to the Bannon Street sanitary sewer force main.

See attached Potential Change Order Memoranda No. 57, dated May 8, 2014 for further details. The City and the Contractor agreed to the lump sum price of $270,591.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 270,591.00**

3. **PCO #75 – Driven Pile Foundation Cost Impacts**

Contractor agrees to all of the changes, terms, and conditions specified in the attached Potential Change Order Memorandum No. 75 dated April 21, 2014, attached hereto and incorporated herein by this reference, including all the various change components listed below and described herein:

A. PCO #47 – Driven Pile Foundation Impacts; High Service Pump Station
B. PCO #66 - Driven Pile Foundation Impacts; Retaining Wall at Plant Electrical Substation
C. PCO #75 – Driven Pile Foundation Impacts; Filters, Floc-Sed Basin, and Miscellaneaous
D. PCO #85 - Driven Pile Foundation Impacts; Pile Driving Damage to 60”FW Pipe at 5MG Clearwell
E. PCO #101 - Driven Pile Foundation Impacts; Pile Strand Extension Into Foundations

During the initial phase of construction, the driven pile foundation work activities at SRWTP had significant cost impacts for a variety of reasons, including the adjustment of pile locations, lengths, curing, concrete mix design, quality control, pre-tensioned cable strands, driving damage to existing utilities, re-engineering costs, and independent factory inspection. Several workshops were conducted to discuss the challenges encountered, address entitlement, and develop solutions to mitigate as necessary. In reviewing the extent of the issues, it became clear that the rapid accumulation of significant issues required the focused analysis and field directives at a much greater pace than contract adjustments could be made in order to effectively mitigate issues and keep construction activities moving forward. As a result, contract requirements and contract prices are now being adjusted as detailed in the attached Potential Change Order Memorandum No. 75 and reference documents. The agreed to Cost Impact for PCO-075 is $174,171 and the Schedule Impact is addressed in PCO-076.

**Database Code: Varies** **Total this item: $174,171.00**

4. **PCO #76 – Schedule Impacts**

The Contractor agrees to all of the changes, terms, and conditions specified in the attached Potential Change Order Memorandum No. 76 dated May 13, 2014, , attached hereto and incorporated herein by this reference, including all the various change components listed below and described herein:

The City and Contractor agreed to the following Milestone Changes:
A. Milestone AA2 - Change from 142 days to 237 days (Sep 27, 2013 to Dec 31, 2013)
B. Milestone C - Change from 255 days to 289 days (Jan 19, 2014 to Feb 21, 2014)
C. Milestone G - Change from 801 days to 844 days (Jul 19, 2015 to Aug 31, 2015)

The City and Contractor agreed to the following Intermediate Milestone Changes:
D. Milestone AA2 - Complete within the Mlst AA2 deadline (Dec 31, 2013)
E. Milestone B6 – Complete within 124 days after the Mlst B deadline (Dec 31, 2013)
F. Milestone C5 - Complete within 21 days before the Mlst C deadline (Jan 31, 2014)
G. Milestone C6-91 - Complete within 6 days before the Mlst C deadline (Feb 15, 2014)
H. Milestone C1/2 - Complete within the Mlst C deadline (Feb 21, 2014)
I. Milestone C3/4 - Complete within 91 days after the Mlst C deadline (May 23, 2014)
J. Milestone C6-71 - Complete within 114 days after the Mlst C deadline (Jun 15, 2014)
K. Milestone D2 – Complete within 52 days after the Mlst D deadline (Nov 21, 2014)
L. Milestone D3 – Complete within 70 days after the Mlst D deadline (Dec 9, 2014)
M. Milestone E1 - Complete within 172 days after the Mlst E deadline (Aug 31, 2015)
N. Milestone E5/6 - Complete within the Mlst E deadline (Mar 12, 2015)
O. Milestone F7 - Complete within 49 days before the Mlst F deadline (Mar 12, 2015)
P. Milestone G3 - Complete within 154 days before the Mlst G deadline (Mar 30, 2015)
Q. Milestone F2(G4) - Complete within 40 days after the Mlst F deadline (Jun 9, 2015)
R. Milestone F6(D4) - Complete within the Mlst F deadline (April 30, 2015)

S. Milestone G4(G5) - Complete within the Mlst G deadline (Aug 31, 2015)
T. Milestone F4 - Complete within 168 days after the Mlst F deadline (Oct 15, 2015)
U. Milestone G5 - Complete within 60 days after the Mlst G deadline (Oct 30, 2015)
V. Milestone G1/2/6 - Complete within 90 days after the Mlst G deadline (Nov 29, 2015)
W. Milestone H2A - Complete within 31 days before the Mlst H deadline (Dec 19, 2015)
X. Milestone H1/2B - Complete within the Mlst H deadline (Jan 19, 2016)

During the initial phase of construction, work activities to complete structure foundations at SRWTP were significantly delayed, despite working overtime on critical path activities, the completion of the above Milestones were projected to complete late. In reviewing projected completion dates, it became clear that some delays could not be facilitated through Operational coordination and that contract adjustments would be needed to keep the construction activities and operational activities coordinated. Several workshops were conducted to discuss the challenges encountered, issue entitlement, and to develop solutions to mitigate as necessary. As a result, work restrictions and contract times for Milestones B through G, and AA2 are being adjusted. See attached Potential Change Order Memorandum No. 76, for further details. The City and the Contractor agreed to the lump sum credit of $20,000.00 as a result of the modified Milestone dates.

**Database Code: Partnering** **Total this item: $ (20,000.00)**

5. **PCO #84 – Mass Concrete**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 84 dated May 9, 2014 and No. 33 dated February 10, 2014, attached hereto and incorporated herein by this reference, including all the various change components listed below and described herein:

A. PCO #84 – Mass Concrete Mix with 50% Fly Ash

The Contractor's proposed 50% fly ash mass concrete mix would limit the maximum temperature of the mass concrete, the differential temperature between the interior and exterior of the mass concrete, and the time required between placing concrete lifts for the HSPS 84" and 66" pipe encasements. This reduced time between placing concrete lifts mitigated potential HSPS construction delays. To mitigate impacts to the construction schedule, the Contractor was allowed to exceed the maximum limits of fly ash (pozzolan) allowed in mass concrete per Specification Section 0330-2.02.B.4.b (25%) and use High Volume Fly Ash Mass Concrete (50% fly ash) in the construction of the High Service Pump Station (HSPS) 84" and 66" pipe encasements. Prior to allowing this deviation, the Contractor was required to submit for approval the 50% fly ash mix design, mix trial batch results, and insulation cube trial results. To perform this work the Contractor hired a high volume fly ash concrete specialist to prepare and oversee the mix design and testing process. The City and Contractor agreed to split the additional costs for these specialized services. See attached Potential Change Order Memoranda No. 84 dated May 9, 2014 for further details. The City and the Contractor agreed to the lump sum price of $25,000.00, to perform the above-mentioned work.

B. PCO #51 – Mass Concrete NSF Option 2 Certification Testing

Based on unclear NSF 61 concrete testing bid requirements between Specification Sections 03300 and 03302, Overaa was required to perform both Option 1 and Option 2 testing in lieu of having the option of performing just one test as specified in the Cast-in-Place Concrete specification section 03300-2.04.A.1.i. The City agreed to the additional costs incurred by the Contractor for the additional Option 2 NSF testing for Mass Concrete. See attached Potential Change Order Memoranda No. 51 dated Februay 10, 2014 for further details. The City and the Contractor agreed to the lump sum price of $8,798.00, to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 33,798.00**

6. **PCO #133 – Concrete Cure Time for Hydraulic Structures**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 133 dated May 8, 2014, attached hereto and incorporated herein by this reference. Specification Section 03300-3.02.G.2.a defines Method 6 as the curing process where concrete for hydraulic structures in contact with potable water or process water be kept continuously wet by the uninterrupted application of water for a 14-day wet-cure period. In Memo-279, Overaa took exception with these requirements stating their interpretation of the specification is that in the cases where forms have been left in place for 7 days (not within 7 days) and kept continuously wet, only Method 1 applies for all structure types, which requires only a 7 day wet-cure. Requiring Overaa to wet cure the hydraulic structures for 14 days will result in an increase in labor over the duration of the project. It was agreed that the Contractor would provide a 14-day wet cure period for all hydraulic structures on the project. See attached Potential Change Order Memoranda No. 133 dated May 8, 2014 for further details. The City and the Contractor agreed

to the lump sum price of $300,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 300,000.00**

7. **PCO #145– Flocculation and Sedimentation Basin Impacts Per DCM-002**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 145 dated May 16, 2014, attached hereto and incorporated herein by this reference. The Design Engineer issued DCM-002 on May 17, 2013. DCM-002 provided revision and clarification information associated with the SRWTP Area 42 Piles and Foundation. The Contractor issue Change Order Request (COR) No. 98.0 on April 15, 2014 notifying the City of additional cost impacts resulting from DCM-002. The Contractor claimed that the impacts were associated with additional shoring and concrete slab work. The City reject the Contractor's COR on the basis that DCM-002 only provided clarifying information and the work associated with the shoring and concrete slab were part of the contract. See attached Potential Change Order Memoranda No. 145, dated May 16, 2014 for further details. The City and the Contractor agreed to no cost or time impacts associated with this PCO.

**Database Code: Contractor Related** **Total this item: $ 0.00**

8. **PCO #146 – Preparation of Shop Primed Steel**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 146 dated May 13, 2014, attached hereto and incorporated herein by this reference. In RFI-462 the Contractor established the position that the preparation requirements for field primed and shop primed, non-submerged, ferrous metal surfaces were unclear. The Contractor proposed that preparation meeting SSPC SP-3 (Power Tool Cleaning) be provided for shop primed, non-submerged, ferrous metal surfaces. The Design Engineer rejected the Contractors assertion on the basis that Specification 09960.3.02.E required the general preparation of ferrous metal surfaces not to be submerged shall be abrasive blast cleaned in accordance with SSPC SP-10, regardless of shop or field priming. Ultimately, it was agreed that the contract requirements for this coating preparation were not completely clear. The City agreed to allow the less rigorous coating preparation in accordance SSPC SP-3 for the projects indoor structural steel, since this steel will not be outdoors and the risk of corrosion is low. All structural steel that will be for outdoor installation will continue to be prepared per SSPC SP-10 (Near-White Blast Cleaning). See attached Potential Change Order Memoranda No. 146, dated May 13, 2014 for further details. The City and the Contractor agreed to the lump sum price of $15,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 15,000.00**

9. **PCO #167 – Low Strength Concrete Delays**

Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 167 dated May 16, 2014, attached hereto and incorporated herein by this reference. The Area 17 Stormwater Pump Station (SWPS) reinforced concrete walls did not meet the specified 4,000 psi strength required at 28 days. The Contractor opted to perform additional rebound hammer tests at 56-days and to wait for the results of the 56 day concrete cylinder break tests in the anticipation that the walls would achieve the required strength. This waiting period resulted in the Contractor incurring additional, unexpected costs for shoring and sheet pile rental at the SWPS. The City agreed to reimburse the Contractor for a portion of these costs. See attached Potential Change Order Memoranda No. 167, dated May 16, 2014 for further details. The City and the Contractor agreed to the lump sum price of $12,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.

**Database Code: Contractor Related** **Total this item: $ 12,000.00**

***Extra Work Items - Additional***:

10. **PCO #34 – Remove Overhead AT&T Cables at Gravity Thickeners**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 34 dated May 16, 2014, attached hereto and incorporated herein by this reference. The Contractor was directed to remove an existing steel support cable, owned by utility company AT&T, from the existing SMUD poles near the Gravity Thickeners on the SRWTP site. The cable removal was required to facilitate removal of the existing SMUD power poles by SMUD. See attached Potential Change Order Memoranda No. 34, dated May 16, 2014 for further details. The City and the Contractor agreed to the lump sum price of $637.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Owner Related** **Total this item: $ 637.00**

11. **PCO #46 – Area 17, 18, 19 - Submersible Sump Pump Level Elements**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 46 dated February 3, 2014, attached hereto and incorporated herein by this reference. Per the Submittal 47 supplemental response and DCM-49, both issued by the Design Engineer, control of the Area 17, 18, and 19 submersible sump pumps was changed to be derived from analog level transmitters instead of the 'float' input type discrete control points shown within the contract documents. See attached Potential Change Order Memoranda No. 46, dated February 3, 2014 for further details. The City and the Contractor agreed to the lump sum price of $26,574.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Design Related** **Total this item: $ 26,574.00**

12. **PCO #77 – Concrete Stair Safety Nosing**
Contractor agrees to all of the changes, terms, and conditions specified in the Potential Change Order Memoranda No. 77 dated March 18, 2014, attached hereto and incorporated herein by this reference. As indicated in the RFI-221 response, the Contractor was directed to provide 4" wide safety nosing, per Detail S153, for all concrete stairs. The Contractor called attention to the fact that cast in place stairs shown on the contract plans sometimes refer to standard details in the general drawings, but that other concrete stairs are detailed without safety nosing and without reference to the standard details. It was agreed that the Contractor was entitled to additional costs for safety nosing on concrete stairs that were specially designed for an area, not designed as S153 stairs, and did not show or call out any safety nosing. See attached Potential Change Order Memoranda No. 77, dated March 18, 2014 for further details. The City and the Contractor agreed to the lump sum price of $22,000.00, which includes materials, manpower and equipment hours to perform the above-mentioned work.
**Database Code: Design Related** **Total this item: $ 22,000.00**

**Total this Change Order = $ 387,396.00**