



ADDENDUM MEMORANDUM

BID ADDENDUM NO. 04

Project Name: RVSD Headquarters Consolidation Project #901
W|A Project #: 19019
Location: 1111 Andersen Drive
San Rafael, CA 94901

Date Issued: 1/22/2022
Original Bid Docs: 12/9/2021
Contractor: TBD

This Addendum supersedes the original Drawings and Specifications wherein it is inconsistent with them. All other conditions remain unchanged. Bidders are required to acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject bid to disqualification.

The following changes, modifications, corrections, additions or clarifications shall apply to the specifications and drawings, shall be made part of the specifications and drawings and shall be subject to all the requirements thereof as if originally specified or shown therein.

A: Bidding Information:

1. Bid due Date
2. Future Addendum

Response:

1. Bidding is extended to **2/16/2022** at 2:00 p.m.
2. A final addendum shall be issued about 2/9/2022

B: Specifications:

1. Add section 01 35 00 Modification Procedures to the specifications

End of Addendum

Albert DeLima | AIA
CEO | Senior Project Manager
CA License #C28124

Enclosures: Specification Section 01 35 00 Modifications



SECTION 01 35 00

MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

This section provides supplementary procedures for the administration of changes to the Contract as specified in Section 00 70 00-Article 7, GENERAL CONDITIONS. Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the District and approved by the District which increases the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as omitted work.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the District:

- A. Where applicable, by unit prices accepted by the District and stated in the Contract Documents;
- B. By unit prices subsequently fixed by agreement between the parties;
- C. By an acceptable lump sum proposal from the Contractor; or
- D. By Force Account (as described in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT), when directed in writing and administered by the District through its agents or representatives.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the District, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order. The form attached at the end of this section shall be used for Change Orders and shall not be modified without mutual agreement of both the District and Contractor.

2.0 NEGOTIATED CHANGE ORDERS

Under the methods described in Sections 01 35 00-1.0B and 01 35 00-1.0C, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor's and subcontractor's costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the District. The costs shall include only costs as described in Section 01035-4.0, DIRECT COST CATEGORIES.

The District will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement, the District will prepare and process the Change Order and make a recommendation for action by the District. All Change Orders must be approved by the District in writing before the work can be authorized and the Change Order executed.

3.0 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the District may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the work as described in Section 01 35 00-4.0, DIRECT COST CATEGORIES.

Prior to the commencement of force account work, the Contractor shall notify the District of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets acceptable to the District. The reports, if found to be correct, shall be signed by both the Contractor and District, or inspector, and a copy shall be furnished to the District no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the District, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and District, or inspector, shall sign-off on the items on which they are in agreement. The District shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00 70 00-7.03A, Notice.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the District, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the District after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the District and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

4.0 DIRECT COST CATEGORIES

The categories described below are defined to be direct costs. No other type of costs will

be allowable as direct costs. Direct costs shall not include any labor costs pertaining to the Contractor's and subcontractors' managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools and supplies (those having a replacement value of five hundred dollars (\$500.00) or less). All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

The District reserves the right to furnish such labor, materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such items.

4.1 Direct Labor

The Contractor will be paid the cost of direct craft labor for the workers and foremen (when authorized by the District) used in the actual and direct performance of the work.

The direct labor cost will be the actual payroll cost, including wages, subsistence and travel payments, fringe benefits as established by negotiated labor agreements or state prevailing wages. To these actual wages, will be added a labor surcharge set forth in the State of California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rates. An additional allowance of eight (8) percent will be added to this labor rate surcharge. No other fixed labor burdens will be considered, unless approved in writing by the District.

Except as otherwise provided, the Contractor shall receive no additional compensation for wage premiums resulting from overtime work performed under change conditions without the prior written authorization of the District.

4.2 Materials

The Contractor will be paid the cost of the materials to the purchaser, including tax and delivery if paid. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current price for the materials delivered to the jobsite for the applicable quantities of the materials.

Small tools and supplies will be paid for based on seven and a half (7.5) percent of the direct labor costs for the change prior to inclusion of the markup allowances provided for in Section 01 35 00-5.0, MARK-UP ALLOWANCES. The allowance for small tools and supplies shall be deemed as full compensation for all tools and materials which are incidental to performing work including safety equipment provided by the Contractor to its employees.

4.3 Construction Equipment

The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment for non-owner operated equipment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of

Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in Section 01 35 00-4.1, Direct Labor. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made. Compensation for idle time of equipment through delays caused by the District will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.

Individual items of construction equipment or small tools which have a replacement value of five hundred dollars (\$500) or less shall not be charged to the Change Order work unless it can be demonstrated that the particular item is needed solely for the completion of the Change Order work.

5.0 MARK-UP ALLOWANCES

The Contractor and subcontractors shall be entitled to compensation for indirect and overhead costs, bond and insurance costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order work, as further described below. The maximum markup which will be allowed for the Contractor's combined overhead and profit will be:

- A. For work by its own organization, the Contractor may add up to the following percentages:
 - 1. Direct Labor
 - a. Negotiated Change Orders (Section 01035-2.0): 15 percent
 - b. Force Account (Section 01035-3.0): 15 percent
 - 2. Materials: 10 percent
 - 3. Equipment (owned or rented): 15 percent
- B. For all such work performed by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in Section 01035-5.0A above to its actual net increase in costs for combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- C. For all such work done by sub-tier subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in Section 01035-5.0A above to its actual net increase in costs for combined overhead and profit. The subcontractor may add up to five (5) percent of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work

performed by the subcontractor.

- D. For all such work performed by consultants, engineers, surveyors, etc. the combined total allowable markup for the Contractor and all subcontractors shall be five (5) percent of the fee total.
- E. To the total of the direct costs and markups allowed herein under, not more than two (2) percent shall be added for any and all additional contractor bond and insurance, other than labor insurance. The compensable percentage for additional bonds and insurance shall be based on actual costs for the contractor's bonds and insurance, as substantiated through documentation submitted to the District.

When both additional and deleted work are involved in any one change, the markup allowances of this section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For Change Order work which results in a net decrease in cost, a minimum of five (5) percent markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, indirect and overhead costs, and reduction in bond and insurance. The Contractor shall not be entitled to nor claim for anticipated profits on work that may be omitted.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals, loss of productivity and/or efficiency, and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

6.0 INCREASED OR DECREASED QUANTITIES

Increases or decreases in the quantity of a Contract unit price bid item of work will be determined by comparing the total pay quantity of such item of work with the Bid Schedule quantity.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by 25 percent or less, payment will be made for the quantity of work of said item performed at the Contract unit prices therefor, unless eligible for adjustment pursuant to Section 01 35 00-6.4, Changes in Character of Work.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by more than 25 percent, in the absence of an executed Contract change order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Sections 01 35 00-6.1, 6.2 or 6.3, as the case may be.

6.1 Increases of More Than 25 Percent

Should the total pay quantity of any item of work required under the Contract exceed the Bid Schedule quantity by more than 25 percent, the work in excess of 125 percent of the Bid

Schedule quantity will be paid for by adjusting the Contract unit price, as hereinafter provided. At the option of the District, payment for the work involved in such excess will be made on the basis of force account as provided by Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT.

Such adjustment of the Contract unit price will be the difference between the Contract unit prices and the actual unit costs, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Bid Schedule quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT or such adjustment will be as agreed to by the Contractor and the District.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Bid Schedule quantity is less than \$5,000 at the applicable Contract unit price, the District reserves the right to make no adjustment in said price if it so elects, except that an adjustment will be further considered if requested in writing by the Contractor.

6.2 Decreases of More Than 25 Percent

Should the total pay quantity of any item of work required under the Contract be less than 75 percent of the Bid Schedule quantity, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the revised quantity will be paid for by adjusting the Contract unit price as hereinafter provided. At the option of the District, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT. However, in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT; or such adjustment will be as agreed to by the Contractor and the District.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would have been made for the performance of 75 percent of the Bid Schedule of the quantity for such item at the original Contract unit price.

6.3 Eliminated Items

In the event that a part of the Work is to be eliminated in its entirety and such Work is covered by unit price(s) contained in the Bid and/or Contract Documents, the price of the eliminated Work item shall be based on the applicable unit price(s). The Contractor shall be paid five percent (5%) of the total extended amount (bid price times quantity) for the eliminated Work item in consideration of the applicable Contractor's overhead costs.

Should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the District of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the District, and if orders for such material cannot be canceled, it will be paid for at the actual cost. In such case, the material paid for shall become the property of the District and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the District so directs, the material shall be returned and the Contractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the District.

6.4 Changes in Character of Work

If an ordered change in the plans and specifications materially changes the character of work of a Contract unit price bid item from that on which the Contractor based its Bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the work of said item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed Contract change order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the District in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT; or such adjustment will be agreed to by the Contractor and the District. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the District, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Section 01 35 00-3.0, FORCE ACCOUNT PAYMENT.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in Sections 01 35 00-6.1, Increases of More Than 25 Percent and 6.2, Decreases of More Than 25 Percent.

7.0 COST PRICING DATA AND ACCESS TO RECORDS

All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The District may require a formal certification as to cost and pricing data submitted by the Contractor.

The District shall have access, upon reasonable notice during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as changes and claimed extra work,

and the Contract for the purpose of making audit, examination, excerpts and transcriptions and in order to verify or evaluate any change, prospective or executed, or any claim for which compensation has been requested or notice of potential claim has been tendered.

Such books, documents, and other records mentioned above shall include, but are not limited to all those reasonably necessary to determine the accurate amount of direct and indirect costs, job site, and delay and impact costs, however characterized, and shall include the original Bid and all documents related to the Bid and its preparation, as well as, the as-planned construction schedule and all related documents.

Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the District's cost.

8.0 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Paragraph 01 31 00-6.0, TIME IMPACT ANALYSES.

9.0 COST-REDUCTION INCENTIVE

9.1 General

The cost-reduction incentive program provides a mechanism by which the Contractor can be motivated to use his construction expertise to improve contract performance and thereby create an overall reduction in the total cost of the Contract. The Contractor and its subcontractors may participate in the cost-reduction program; however, participation of the subcontractors shall be through the Contractor. In addition, the sharing arrangement between the Contractor and the subcontractor must be mutually agreed upon by the Contractor and its subcontractor, and written evidence of such agreement will be submitted along with the submittal of the cost-reduction proposal.

No cost reduction proposals shall be submitted for which the District's share in the participation of the proposals is not greater than \$5,000.

Cost-reduction proposals shall comply with the following conditions:

1. The proposed change shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
2. The proposed change will not cause undue interruption of the Contract work, nor shall the proposed change be allowed to extend the Contract completion date of the project unless an extension provides a specific project benefit.
3. The proposed change shall be in compliance with all local permits and regulations and code requirements as set forth in the contract documents.

4. The proposed change shall not involve payment of royalties by the District to the Contractor.

9.2 Proposal Submittal

The cost-reduction proposal shall generally conform to Section 01 30 00, SUBMITTALS.

The cost-reduction proposals shall contain as a minimum the following information:

1. Name of individuals associated with the development and preparation of the cost-reduction proposal.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes. Clear identification of all advantages and disadvantages for each change proposed.
3. A summary of estimated costs which shall include but not be limited to the following:
 - a. Project construction costs before and after the cost-reduction proposal. This shall be a detailed estimate identifying the following items:
 - 1) Quantities of material and equipment.
 - 2) Unit prices of materials and equipment.
 - 3) Labor hours and rates for installation.
 - 4) Equipment hours and rates for installation.
 - 5) Subcontractors and prime contractor markups.
 - 6) Other estimate items necessary to evaluate the proposal.
 - b. Operation and maintenance costs before and after the cost-reduction proposal.
 - c. Costs for implementing the cost-reduction proposal not included in item 3a above.
 - d. Other costs as required to meet all local permits, regulations, and code requirements as set forth in the contract documents.
 - e. Time required for execution of the proposed change.
4. A preliminary schedule indicating the general time impacts for implementing the proposed change. Also indicate the date that the cost-reduction proposal needs to be approved for implementation.
5. If the District advises the Contractor that the proposed change will be reviewed for more detailed consideration and approval, a detailed

procedure and schedule for implementing the proposed change shall be submitted. This detailed procedure and schedule shall include all necessary Contract amendments. This submittal shall also include a copy of the current Contractor's schedule showing all changes which would occur if the cost-reduction proposal were accepted.

The provisions of Section 01 35 00-9.0, COST-REDUCTION INCENTIVE shall not be construed to require the District or Design consultant to consider any cost-reduction proposal which may be submitted. The District will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. The District shall not be responsible or liable for payment of any of the Contractor's costs associated with a non-accepted proposal.

If a cost-reduction proposal is similar to a change in the Contract Documents under consideration by the District at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the District after the advertisement for the Contract, the District will not accept such proposal, and the District reserves the right to made such changes without cost-reduction compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost-reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.

The District shall be the sole judge of the acceptability of the cost-reduction proposal and the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgement of the District, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The District reserves the right, where it deems such action appropriate, to require the Contractor to share in the District's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the District to deduct amounts payable to the District from any monies due or may become due to the Contractor under the Contract.

9.3 Acceptance

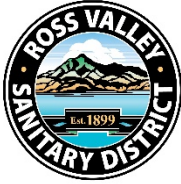
If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to Section 01 35, MODIFICATION PROCEDURES. Such change order shall incorporate the changes in the plans and specifications, which are necessary to be put into effect and shall include any conditions upon which the District's approval thereof is based if the approval of the District is conditional. The change order shall also set forth estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the

change order and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount. The Contractor's cost of preparing the cost-reduction proposal and the District's costs of investigating a cost-reduction proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract, unless specifically provided for in the contract change order authorizing the use of the cost-reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said change order.

The District expressly reserves the rights to adopt a cost-reduction proposal for general use on contracts administered by the District when it determines that said proposal is suitable for the application to other contracts. When an accepted cost-reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to this same Contractor prior to submission of the accepted cost-reduction proposal and as to which such cost-reduction proposal is also submitted and accepted. Cost-reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the District.



ROSS VALLEY SANITARY DISTRICT

2960 Kerner Blvd, San Rafael, CA 94901

Phone: [415] 259-2949

CONTRACT CHANGE ORDER NO. _____

DATE: _____

Item: _____

Project: RVSD Headquarters Consolidation Project (#901)

Owner: Ross Valley Sanitary District **Contractor:** _____

Upon signing this Change Order, the contractor agrees to perform or make changes in the work as described herein. All work performed and changes made shall comply with the Contract Documents, except as necessary to comply with this change or addition required by this change order.

The following change is hereby made to the contract:

Description of Change:

Attachments: Number of Pages: _____ Description: _____

Pricing: Add \$ _____ Deduct \$ _____ No Cost
 Change Bid Item ____, Bid Allowance for District's Use; change in Contract price: \$ _____

Previous Amount Changed: \$ _____

Total Amount Changed: \$ _____

Contract Time: ____ Calendar Days

Requested By: _____

The Owner and the Contractor hereby agree that this change order constitutes full and mutual accord and satisfaction for all time, all cost, and all impacts related to this revision. In accepting this change order, the Contractor agrees that it represents a full and equitable adjustment to the Contract, and further agrees to waive all rights to file claim with respect to any difficulties arising from, or as a result of this change.

Original Contract: \$ _____

RECOMMENDED FOR ACCEPTANCE:

Previous Additions: \$ _____

Construction Manager Date:

Previous Deductions: \$ _____

ACCEPTED:

This Change Order: Add \$ _____

Contractor: Date:

Deduct \$ _____

Contract to Date: \$ _____

Ross Valley Sanitary District: Date:

****END OF SECTION****