

DATE SUBMITTED 09/01/2016
 SUBMITTED BY Public Serv. Dir.
 DATE ACTION REQUIRED 09/07/2016

Agenda Item No F-7
 CITY COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: CHANGE ORDER NO. 5 TO THE NECKEL ROAD SEWER & WATER IMPROVEMENT PROJECT AS SUBMITTED BY A&R CONSTRUCTION CO.

1. APPROVE CHANGE ORDER NO. 5 IN THE AMOUNT OF \$120,723.41

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

A&R Construction was awarded the contract to construct the Neckel Road Sewer and Waterline improvements (Bid 2016-01). Work has commenced and staff will provide an update to Council. The City applied for and received an EDA grant to fund water and sewer services extension to benefit the Alliance Regional Center. The project will be advertised for bids in the near future. This change order will extend the current project water line to the EDA water line and include the installation of a fire hydrant and necessary assembly for fire flow to the hotel.

FISCAL IMPACT: \$120,723.41

STAFF RECOMMENDATION

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL JG

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:



OFFICE (760) 344-4653 • FAX (760) 344-4146
1631 RIVER DRIVE • BRAWLEY, CA 92227-1747

CHANGE ORDER

TO City of Imperial 420 South Imperial Ave. Imperial CA 92251 Contract#	PROJECT 201631 Neckel Rd. Sewer & Water Imp. 420 South Imperial Ave. Imperial CA 92251	ORDER 5 ORDER DATE 09/01/2016 ORDERED BY SUBMITTED TO
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The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED
SPECIFICATIONS ATTACHED

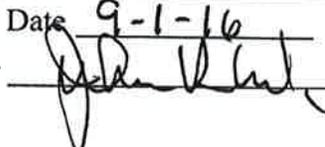
Description of Work	Amount
We propose to extend the 12" C900 water pipe line west from station 57+00 to 54+00. Install 1-18" Tee and 2-18" GVs. Extend the 18" C905 west 20' & cap, then extend the 18" C905 west 20' & cap, then exten the 18" North 80' with a new FH assembly Installed @ station 90+70.01 per the sewer & water improvements Plan Alliance Regional Center.	
Materials Main Line:	
2- 18" MJXfl GVs @ \$16,325.73 each	32,651.46
1-18" FI Tee	1,292.76
1-18"X12" FI Reducer	564.87
2-18" MJ Caps @ \$213.75	427.50
6-18" Joint Restraints @ \$254.79 each	1,528.74
1-12" MJXfl GV	2,340.23
3- 6" CI GV Cans @ \$85.00 each	255.00
3- Sets 18" SS Nuts & Bolts @ \$315.00	945.00
3- 18" ring gaskets @ \$16.14 each	48.42
1-12" ring gasket	7.19
1-12" Joint Restraint	115.51
80 Lf 18" C905 Dr-25 @ \$30.70	2,456.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

120,723.41

The original Contract Sum was.....	499,865.00
Net change by previous Change Orders.....	0.00
The Contract Sum prior to this Change Order.....	499,865.00
The Contract Sum will be changed by this Change Order.....	120,723.41
The new Contract Sum including this Change Order will be.....	620,588.41
The Contract Time will be changed by.....	0 Days

Approved Date 9-1-16
 Contractor 

Approved Date _____
 Owner _____

Change Order
Continued...

Order: 5
Page: 2 of 2

Description of Work	Amount
1-Set 10-12 blue ss nuts & bolts	147.00
Materials Fire Hydrant:	
1-18"X6" MJXFI Tee	597.36
1-6" MJXFL Gate Valve	789.54
60 Lf 6" C900 dr-18 @ \$3.76	225.60
1-6"X36" MJXFL burryell 6 hole	222.22
1-6" LB-400 Positive Break Off Spool 6 hole	1,563.50
1-Set 6-8 blue nuts & bolts	40.13
2-Sets 6" Fh nuts & bolts @ \$28.65	57.30
3-6" Ring Gaskets @ \$1.40	4.20
1-6" CI GV Can	85.00
1-J-3765 FH head	2,875.13
2-6" Pipe Restraints @ \$42.89	85.78
8 cy 4500 Lb Concrete @ \$112.50	900.00
Equipment (fh & 18" pipe only)	
315 Excavator 190 hr X 8 hrs	1,520.00
938 Loader 160 hr X 8 hrs	1,280.00
Water Truck 130 hr X 8 hrs	1,040.00
420 Backhoe 130 hr X 8 hrs	1,040.00
Compactor Rammax \$25.00 / hr X 8 hrs	200.00
(2) Service Trucks \$65.00 X 16 hrs	1,040.00
Freight	1,250.00
75 Ton Crusher fines @ \$14.50	1,087.50
Trucking 3.5 hrs per load X 3 = 10.5 hrs X \$100/hr	1,050.00
Labor:	
Foreman 16 hrs @ \$95.00	1,520.00
Labor 64 hrs @ \$87.50	5,600.00
15% Overhead & Profit	10,027.94
Sales Tax @ 8%	4,105.03
Item #106 12" Dia C900 300 Lf @ \$63.00	18,900.00
Item #116 Pavement Removal & Replacement	18,037.50
325 LF	
Item #119 Survey	2,800.00

Bid Proposal for NECKEL ROAD CHANGE ORDER 18"

CUSTOMER

A & R CONSTRUCTION

1631 RIVER DR
BRAWLEY, CA 92227
Contact: JOHNNIE COMBS
(T) 7604551767

Job

NECKEL ROAD CHANGE ORDER 18"
IMPERIAL, CA
Bid Date: 09/02/2016

CONTACT

Sales Representative

Richard Gonzales
(T) 760-351-2676
(F) 760-344-4152
(E) Richard.Gonzales2@hdsupply.com

HD Supply Waterworks

1583 River Dr
Brawley, CA 92227
(T) 760-351-2676

NOTES



Bid Proposal for NECKEL ROAD CHANGE ORDER 18"

A & R CONSTRUCTION
Job Location: IMPERIAL, CA
Bid Date: 09/02/2016
HD Supply Bid #: 157106

HD Supply Waterworks
 1583 River Dr
 Brawley, CA 92227
Phone: 760-351-2676
Fax: 760-344-4152

Seq#	Qty	Description	Units	Price	Ext Price
10	2	18 A2362-19 MJXFL RW GV OL ON	EA	16,325.73	32,651.46
20	1	18X18 FLG TEE (I) C/L DI C110	EA	1,292.76	1,292.76
30	1	18X12 FLG CONC REDUCER(I) C/L DI C110	EA	564.87	564.87
40	1	12 A2362-19 MJXFLG RW GV OL ON	EA	2,340.23	2,340.23
50	2	18 MJ CAP (I) CP DI C153	EA	213.75	427.50
60	3	18 316SS HEX BOLT & NUT KIT W/ TRIPAC BLUE NUTS	EA	315.00	945.00
70	3	18X1/16 FLG RING NON-ASB GSKT	EA	16.14	48.42
80	1	10-12 316SS BOLT & NUT KIT W/ TRIPAC BLUE NUTS	EA	147.00	147.00
90	1	12X1/16 FLG RING NON-ASB GSKT	EA	7.19	7.19
100	4	18 PVC 4018P STARGRIP RESTR(I) W/ACC PVCCK4018	EA	254.79	1,019.16
110	1	12 PVC 4012P STARGRIP RESTRNT W/ACC C900-PVCPK4012	EA	115.51	115.51
120	80	18 C905 DR25 PVC PIPE (G) MARKINGS PC165	FT	24.99	1,999.20
130		FIRE HYDRANT ASSEMBLY			
140	1	18X6 MJXFLG TEE (I) DI C153	EA	597.36	597.36
150	1	6 A2362-19 MJXFL RW GV OL ON	EA	789.54	789.54
160	20	6 C900 DR18 PVC PIPE (G) MARKINGS PC235	FT	3.76	75.20
170	1	6X36 CI MJ HYD BURY 6H	EA	222.22	222.22
180	1	6" LBIW 400LB BREAK OFF CHECK VALVE EPOXY LINED	EA	1,563.50	1,563.50
190	1	J-3765 WET HYD HEAD 6H TOP SECTION W/PLASTIC CAPS	EA	2,875.13	2,875.13
200	2	18 PVC 4018P STARGRIP RESTR(I) W/ACC PVCCK4018	EA	254.79	509.58
210	2	6 PVC 4006P STARGRIP RESTRAINT W/ACC C900-PVCPK4006	EA	42.89	85.78
220	2	6-8 SS HEX BOLT KIT W/BLUE NUT 6-8 SS BOLTKIT W-T-2000 BLUE N	EA	40.13	80.26
230	1	6 S316 HYD BOLTKIT W/BLUE NT S 6"SS SOLID HYD BLTKIT W/BL NUT	EA	28.65	28.65
240	3	6X1/16 FLG RING NON-ASB GSKT	EA	1.40	4.20
				Sub Total	48,389.72
				Tax	3,871.18
				Total	52,260.90

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.