

COUNTY OF LAKE
 Department of Public Works
 255 North Forbes Street
 Lakeport, CA 95453

CHANGE ORDER NO: 4

DATE: 08/01/17

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PROJECT: Foard Road at Anderson Creek Bridge Replacement Project
 Federal Project No. BRLO-5914(068)

CONTRACTOR: Bridgeway Civil Constructors, Inc.
 4950 Allison Parkway, Suite A
 Vacaville, CA 95688

Note: These changes in no way relieve the Contractor of completing work in accordance with standards established by the Standard Specifications and Special Provisions.

ITEM NO.	DESCRIPTION	TIME EXTENSION	VALUE
1	<u>Settlement of Potential Claims</u>		
	NOPC 1 Settlement regarding Bid Item "Salvage Bridge" and what it included in item work.		
	NOPC 3 Settlement regarding Concrete Mix Change to 2015 State Specifications for polymer fiber concrete.		
	NOPC 4 Settlement regarding inefficiencies due to AT&T Pole Relocation		
	NOPC 5 Settlement regarding Deck Grinding operation.	0	\$47,000.00
	Adjustment of Contract Time:		
	No adjustment of contract time will be made.		
		0	\$47,000.00

REQUESTED BY: Contractor and County

REASON: Item No. 1. Settlement of NOPCs 1,3,4, and 5. Each NOPC was evaluated individually. The Contractor, Resident Engineer, and the County met on several occasions to discuss the merits of each NOPC several times before reaching the negotiated settlement. See attached for breakdown of each NOPC and the value associated with each item.

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The Contractor shall receive and accept the sum of \$47,000.00 as a negotiated settlement. This sum constitutes full and complete compensation for providing all labor, materials, equipment, tools and incidentals, includes all markups by reason of this change. The Contractor agrees that this compensation fully satisfies and resolves all associated claims, delays, potential change orders, unresolved daily extra work reports, and quantity disputes.

ORIGINAL CONTRACT WORKING DAYS:	90	Days
TIME EXTENSION ON PREVIOUS CHANGE ORDER(S):	67	Days
TIME EXTENSION FOR THIS CHANGE ORDER:	0	Days
REVISED CONTRACT WORKING DAYS:	<u>157</u>	Days

ORIGINAL CONTRACT AMOUNT:	\$724,382.00
AMOUNT PREVIOUS CHANGE ORDERS: (Additions)	\$16,088.79
AMOUNT PREVIOUS CHANGE ORDERS: (Deletions)	-9,476.70
AMOUNT THIS CHANGE ORDER:	<u>\$47,000.00</u>
REVISED ESTIMATED CONTRACT AMOUNT:	\$777,994.09

ACCEPTED: CONTRACTOR

By:


Bridgeway Civil Constructors, Inc.

Gabe Farncroft, Senior Project Manager
Name and Title

8/1/17
Date

RECOMMENDED:

By:


Department of Public Works

Scott De Leon, Director
Name and Title

8/2/17
Date

APPROVED: OWNER

By:

Board of Supervisors

Jeff Smith, Chair
Name and Title

Date

Date
08/01/2017

CHANGE ORDER MEMORANDUM

TO: COUNTY OF LAKE			FILE: COUNTY CONTRACT NO. <u>16-03</u>	
FROM: Ramon Montes de Oca, R.E., QUINCY ENGINEERING			COUNTY PROJECT NAME <u>Foard Road at Anderson Creek Bridge Replacement</u>	
			FEDERAL PROJECT NO. <u>BRLO-5914(068)</u>	
CCO NO. <u>4</u>	SUPPLEMENT NO.	CATEGORY CODE	CONTINGENCY BALANCE (Including this change): \$ <u>22,005.91</u>	
CHANGE ORDER AMOUNT \$ <u>47,000.00</u> <u>X</u> INCREASE <u> </u> DECREASE			COUNTY BOARD OF SUPERVISORS APPROVAL REQUIRED? YES <u>X</u> NO <u> </u>	
SUPPLEMENTAL FUNDS PROVIDED \$ <u>0</u>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS YES <u>X</u> NO <u> </u>	
ORIGINAL CONTRACT TIME: <u>90</u> DAY(S)	TIME ADJUSTMENT THIS CHANGE: <u>0</u> DAY(S)	PREVIOUSLY APPROVED TIME ADJUSTMENTS: <u>67</u> DAY(S)	PERCENTAGE TIME ADJUSTED (Including this change) <u>74.4</u> %	TOTAL # OF UNRECONCILED DEFERRED TIME (Including this change) <u>0</u>

COMPREHENSIVE DESCRIPTION, JUSTIFICATION, AND COST SUMMARY

This Change Order provides for:
CCO #4 Item #1: SETTLEMENT OF POTENTIAL CLAIMS

NOPC 1: Salvage Bridge
The Contractor requested additional compensation to stockpile the salvaged Anderson Creek Bridge at Lake County's maintenance yard.
The Contractor's position is based on the definition of the term "salvage" contained within Section 1-1.07B of the Revised Standard Specifications, included in the contract, that defines "salvage" as: remove, clean, and haul to a specified location.
Because the term "salvage" does not include stockpiling, the Contractor wants additional compensation for the unloading and stockpiling work.

Quincy Engineering cannot support full payment of the Contractor's claim, and recommended the County settle this NOPC between \$0 and \$1,000.00.

NOPC 3: Concrete Mix Change
The Contractor is requesting compensation for delays and other impacts because they say that County of Lake required them to use a sole source concrete supplier. Contractor claimed that since Clearlake Lava is the only supplier available to provide concrete on this project and that there is no other commercially available supplier. The County of Lake therefore required them to engage this sole source concrete supplier with an implied warranty that the supplier is qualified and competent. When the supplier could not supply concrete to meet the original contract requirements, additional time was spent developing and testing a new concrete mix to be used on the project, the Contractor incurred delay costs, damage to temporary stream diversion due to storm events causing extremely high creek flows that caused damage to the diversion as well as the foundations for the temporary bridge, acceleration to catch up on schedule and is therefore entitled to additional compensation. Bridgeway has argued that Clearlake Lava was a sole source supplier as they could not find any other suppliers at bid time to supply the Caltrans compliant material.

Though Quincy is not fully convinced that Clearlake Lava can be classified as "sole source" there are concerns given the location of the project site and lack or uncertainty there are not any other suppliers that deliver Caltrans compliant mix designs to Middletown area. There is also difficulty in verifying that other

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potential suppliers refused to supply a quote. With the limited supply options to the Contractor, Quincy believes that Bridgeway is due most of the damages.

Quincy Engineering cannot support full payment of the Contractor's claim and recommended the County settle this NOPC between \$25,000.00 and \$35,000.00.

NOPC 4: AT&T Pole Relocation

Bridgeway requested additional compensation for delay and inefficiency impacts stemming from an AT&T pole that was not relocated prior to the construction of the structure.

Quincy has calculated that this claim has a \$5,000.00 value based on information presented by Bridgeway. There was a discussion at the Pre-Construction meeting and the RE at that time was under the impression that the Contractor would notify him when he was ready to relocate the AT&T utility pole. Bridgeway's understanding was that the RE was going to have the pole relocated immediately. When construction began and the crew arrived on site, there was a brand-new pole in the vicinity of the pole to be relocated. Quincy believes that the construction crew believed that the pole had already been relocated, when in reality, the pole was recently replaced due to wild fire damage which had occurred the previous summer.

Quincy Engineering cannot support full payment of the Contractor's claim and recommended the County settle this NOPC between \$5,000.00 and \$12,000.00.

NOPC 5: Deck Grinding

Bridgeway requested additional compensation for performing grooving and grinding of the structure's deck.

Quincy Engineering cannot support full payment of the Contractor's claim and recommended the County settle this NOPC between \$0.00 and \$2,000.00.

The sum of Bridgeway's NOPC's are approximately \$99,200.00. In representing the County and evaluating all the positions and potential outcomes, Quincy believes the best economic choice for the County is to negotiate a settlement. Quincy recommends the County negotiates a settlement for an amount between \$30,000.00 and \$50,000.00 to settle all aspects of NOPC's 1, 3, 4, 5, and all other potential project disputes.

The matter was discussed with the County Project Manager, Caltrans Local Assistance, and Caltrans Construction Oversight Engineers, to ascertain their concurrence with RE's recommendation to negotiate a settlement of the potential claims. It was reviewed by Caltrans Construction Oversight Engineer Mr. Osama Abu-Markhieh via email on 7/28/2017.

At the negotiation meeting held on 7/31/17, Negotiations opened with the Contractor to settle these potential claims, any quantity disputes, and confirmation that with this settlement there would be no additional claims against this project. The negotiation ended with an agreement to settle for \$47,000.00.

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QEI recommended to the County to accept this offer of \$47,000.00 to settle any and all claims.

Bridgeway Civil Constructors Inc. is due \$47,000.00 for this agreed settlement.

No time adjustment will be included in this change order.

Concurred By		ESTIMATE OF COST		
DESIGN ENGINEER	DATE:	ITEMS	THIS REQUEST	TO DATE
Robert Ferguson		FORCE ACCOUNT	\$0.00	-\$5,774.05
Quincy Engineering	N/A	AGREED PRICE	\$0.00	\$4,304.39
PROJECT MANAGER	DATE:	ADJUSTMENT	\$47,000.00	\$55,081.75
Fred Pezeshk	 8/3/17	TOTAL	\$0.00	\$0.00
Lake County			\$47,000.00	\$53,612.09
		FEDERAL PARTICIPATION		
Resident Engineer Signature	DATE:	<input checked="" type="checkbox"/> PARTICIPATING	<input type="checkbox"/> PARTICIPATING IN PAR_0 NONE	
Ramon Montes de Oca	 8/3/17	<input type="checkbox"/> NON-PARTICIPATING (Maintenance)	<input type="checkbox"/> NON-PARTICIPATING	
Quincy Engineering				