



DATE: 6/20/2023
PROJECT NAME: Public Works Road and Parking Lot Resurfacing Services
PROJECT NO: CIP 23-8
CONTRACTOR: NPG, Inc.

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project. Work items shall include labor, materials, necessary for the performance and completion of the additional work, equipment, traffic control, and incidentals

ITEM	DESCRIPTION	U/M	QUANTITY	% CHANGE	UNIT PRICE	TOTAL
1	Mill out additional 1" of base	CY	30	0	N/A	\$0.00
2	Load, haul & legally dispose of offsite	LS	1	1	\$ 1,102.00	\$ 1,102.00
3	Grade and compact native soil	LS	1	2	\$ 2,889.00	\$ 2,889.00
4	Place additional 1" of PG 70-10 asphalt					
	for a total of 3" depth	LS	1	4	\$ 5,200.00	\$ 5,200.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:						\$9,191.00

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION: (Be specific on each item. Attach supporting documents as necessary)

On Monday, June 19, 2023, staff met with the Project Manager (PM) from NPG, Inc. for the pre-construction meeting. NPG offered to provide a core sample free of charge because after their visual inspection they suspected the parking lot at E.L. Pete Peterson Park did not have the required three inches of asphalt or properly compacted base. The PM drove to the parking lot after the meeting and found a spot where she could see there wasn't sufficient asphalt without taking a core sample. In order to provide three inches of fresh asphalt it was determined that removing an additional one inch (approximately 30 cubic yards) of base would be a better approach rather than adding three inches of asphalt (approximately 62.5 tons) on top of the existing base, which would require staff to raise the existing curbs to meet current standards.

This will not require any additional days to complete. Depending on the sub-contractors availability, this project is anticipated to begin and end in July as the Park portion of this Project should be a one day job.

CONTRACT VARIANCE SUMMARY


CCO #	Description	Amount	%	Additional Time	Date Approved
1	Additional work at EL Peterson Park	\$9,191.00	7%		
Totals					

Original Contract Amount:	\$	134,000.00
Previous Change Order Amounts:	\$	-
Current Change Order Amount:	\$	9,191.00
Revised Contract Amount:	\$	143,191.00

Date Started:	7/1/2023
Original Completion Date:	July 31, 2023
Additional Time (Calendar Days)	0
Revised Completion Date:	July 31, 2023

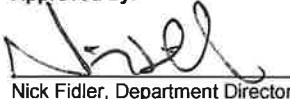
AUTHORIZATION BY CITY:

Recommended for approval by:

 Date: 7/20/23
Don Sharp, Construction Manager

 Date: 7/20/23
Chris Gehrki, City Project Manager

Approved by:

 Date: 7/20/23
Nick Fidler, Department Director

 Date: 7/27/23
Armando Villa, City Manager

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is a supplement to the contract and all provisions will apply hereto.

Accepted by:  Date: 7/20/23
Signature

Mimi Stone, Project Manager

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 23-226

**We Handle All Phases of Asphalt
HOA Specialist**

"Where Integrity & Quality Counts"

NPG ASPHALT
1354 Jet Way
Perris, CA 92571
Cont. Lic. #664779
DIR #100002457
www.npgasphalt.com

ESTIMATE TO (Client)

City of Menifee
City Clerk Office
29714 Haun Road
Menifee, CA 92586

DATE: 6/15/2023

PROJECT: Additional Work

LOCATION: E. L. Pete Peterson Park
29621 Park City Ave
Menifee, CA 92584

Attention: Bryce Howell

Phone: 951-723-3752

Fax: 951-679-3843

E-mail: bhowell@cityofmenifee.us

Estimator: MS

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

OPTION 1 ~ ADDITIONAL COST TO BASE BID TO MAKE ASPHALT 3" SECTION

1. Mill out additional 1" of base/dirt in 1 area totaling approx. 9,630 sq. ft.
2. Load, haul, and dispose of legally offsite.
3. Grade and compact native soil as needed in order to place asphalt material in area approx. 9,630 sq. ft.
4. Place additional 1" of PG 70-10 asphalt material (for a total thickness of 3" of asphalt) 1 area totaling approx. 9,630 sq. ft.

Total Option 1 Additional Cost: \$9,191.00 Initial If Accepted
***Price is valid through July 31st, 2023

OPTION 2 ~ ADDITIONAL COST TO BASE BID TO MAKE ASPHALT 4" SECTION

1. Mill out additional 2" of base/dirt in 1 area totaling approx. 9,630 sq. ft.
2. Load, haul, and dispose of legally offsite.
3. Grade and compact native soil as needed in order to place asphalt material in area approx. 9,630 sq. ft.
4. Place additional 2" of PG 70-10 asphalt material (for a total thickness of 4" of asphalt) 1 area totaling approx. 9,630 sq. ft.

Total Option 2 Additional Cost: \$19,069.00 Initial If Accepted
***Price is valid through July 31st, 2023

- **Note: Project will be completed in 1 move-in.
- **Note: Price is based on being completed at the same time as the base bid.
- **Note: Any additional sq. ft./ln. ft. required will be billed at unit pricing.
- **Note: Price includes prevailing wages.
- **Note: Pricing is based on current market rates on trucking, materials and fuel as of the date of this proposal. Any fluctuations in any of these costs could potentially affect the final total of this proposal and are subject to change.
- **EXCLUSIONS: Permits, testing, inspections, thermoplastic.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

Proposal - Contract

CONTRACT# 23-226

NPG Corporation ("Contractor" and/or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS (These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractors, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$1,250.00 lien filing fee, or an \$1,250.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to jnelson@npgasphalt.com.

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.

9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.). These will be repaired at owner's expense.

11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowerbed water and/or irrigation systems prior to contractor's arrival and during course of work.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes; new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at www.npgasphalt.com. Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for scuffing due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

I AGREE TO ARBITRATION.

Customer's initials

Contractor's initials

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name): _____

Authorized Representative:

NPG Corporation
Office (951) 940.0200
www.npgasphalt.com
P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192

Client Signature

Client Status: ☐ Corporation ☐ Partnership
☐ Occupant ☐ Owner ☐ Contractor
☐ Prop Mgr ☐ Occupant

Date

Title