



CITY OF PALM DESERT

CONTRACT CHANGE ORDER

Contract No / P.O. #:	C44620D	
Change Order No.:	1	
Contingency:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Account No.:	Multiple	
Project No.:	MFA00009	
Vendor No.:		

Contract Purpose: On-Call Facilities Repairs and Improvements Project

Contractor Name: R&R B dba Servpro of Chino/Chino Hills

Contractor shall construct, furnish all supervision, labor, services, equipment, and materials, and perform all work necessary or required to fully complete the changes to the Contract described in this Change Order for the amount agreed upon between the Contractor and the City of Palm Desert ("City").

Description of Changes	Decrease In Contract Price	Increase In Contract Price
Additional On-Call Facilities Repairs and Improvements		\$ 1,500,000.00
Totals:	\$ 0.00	\$ 1,500,000.00
Net Change in Contract Price:		\$ 1,500,000.00

Justification:

City staff have increased the use of this contract to address deferred maintenance needs and to take on new projects.

Original Contract Amount:	+	\$ 3,000,000.00
Contingency:	+	\$ 0.00
Total Budget Amount:		\$ 3,000,000.00
Less: Expend. / Encumb. To Date:	-	\$ 3,000,000.00
Less: This Change Order Amount:	-	\$ 1,500,000.00
Remaining for Project:		-\$ 1,500,000.00

Contingency:	+	\$ 0.00
Less: Prior Change Order(s):	-	\$ 0.00
Less: This Change Order:	-	\$ 1,500,000.00
Remaining of Contingency:		-\$ 1,500,000.00

The amount of the contract will be increased by the sum of:

One Million Five Hundred Thousand dollars and 00 /100 (\$ 1,500,000.00)

Revised Contract Total: \$ 4,500,000.00

Contract No. C44620D Contract Change Order No. 1Contract Time Extension: N/A

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the City from all claims, demands, costs, and liabilities, in contract, law or equity, arising out of or related to the subject of the Change Order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the work under the Contract. This Change Order will become a supplement to the Contract and all provisions will apply hereto.

1. REQUESTED BY: Department Director2. ACCEPTED BY: Contractor3. CERTIFIED FUNDS
AVAILABLE Finance Director4. APPROVED BY: City Manager

<p>NOTE: No payments will be made prior to City Manager or Council approval</p>

QC: _____