



# **CITY OF PALM DESERT** **CONTRACT CHANGE ORDER**

Contract No / P.O. #:	HA45140	P116369
Change Order No.:	1	
Contingency:	YES	<del>NO</del>
Account No.:	8714195-4331100	
Project No.:	CHA0008	
Vendor No.:	V0002883	

Contract Name ("Contract"):	Contract for Construction
Contractor Name ("Contractor"):	Jacobsson Engineering Construction, Inc.
Change Order Date:	October 12, 2023

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
Furnish and install 10 carports located at One Quail Place		\$601,000
<b>Totals:</b>		\$601,000
<b>Net Change in Contract Price:</b>		\$601,000

<b>Contract Time Extension</b>	35 additional days
<b>Revised Contract Time</b>	100 days from commencement

<b>Attachments</b>	
1.	Cost Proposal

<b>Justification</b>
After the award of the initial agreement in April 2023, 10 carports were identified as being at risk of imminent failure and were removed in June 2023. This Change Order is to furnish and install the 10 carports that were removed.

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	\$ <u>2,274,467.70</u>
Net change by previously authorized Change Orders	\$ <u>0</u>
The Contract Price prior to this Change Order was	\$ <u>2,274,467.70</u>
The Contract Price will be changed by this Change Order in the amount of	\$ <u>601,000</u>
The new Contract Price including this Change Order will be	\$ <u>2,875,467.70</u>

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

Six hundred and one thousand dollars and 00 /100 (\$ 601,000 )

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 Director

2. ACCEPTED BY: \_\_\_\_\_  
Contractor

3. CERTIFIED FUNDS AVAILABLE: \_\_\_\_\_  
Finance Director

4. APPROVED BY: \_\_\_\_\_  
City Manager

**NOTE: No payments will be made prior to City Manager and Council approval**

QC: \_\_\_\_\_