

REQUEST FOR CHANGE ORDER



RFCO Number	65		Description & Reason for Scope Change:		
Date:	October 9, 2020		Per County's request add for as-built survey of forebay & basin volume calculations for SESC permit closeout		
Project Name:	Livingston County 911 - Dispatch center				
JS Vig Project #:	1673				
Owner Project #:					
To:	Brad Alvord - Lindhout Associates				
Subcontractors Scope Change					
CSI Code	CSI Description	Contractor	Quantity	Unit Cost	Cost
01 71 23	Prepare as-built survey of forebay & basin volume calculations	BOSS Engineering	1	\$950.00	\$ 950.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal					\$ 950.00
General Contractors Scope Change					
CSI Code	CSI Description		Quantity	Unit Cost	Total Cost
1-010	Project Management				\$ -
1-020	Superintendent				\$ -
1-024	Builder's Risk				
1-025	Insurance		1.10%		
1-030	Laborers				\$ -
1-070	Clean Up				\$ -
1-125	Bond				\$ -
					\$ -
					\$ -
Subtotal					\$ 950
Allowable Fee			4.50%		Waived
Subcontractor + General Contractor Total					\$ 950
Total Proposed Time Increase:					N/A

<i>Ranzelli</i> 10/09/20.	<i>Bj/MAD</i> 10-13-20	
CONTRACTOR	ARCHITECT	OWNER
J.S. Vig Construction Company		
DATE	DATE	DATE

Attach detailed description and subcontractor bids



3121 EAST GRAND RIVER AVE.
HOWELL, MICHIGAN 48843
PHONE: 800-246-6735 OR 517-546-4836
FAX: 517-548-1670

REF ID 18731

CONTRACT CHANGE ORDER

Project Code

18-272-1

E/P Number

Client Code

Client Type

10/9/2020

Project Type

COMMER.

Project Mgr.

FECH

Date

10/9/2020

CLIENT NAME: JS VIG CONSTRUCTION COMPANY

ORDERED BY: VALERIE VIG CONTACT NAME: RANTHAN SANGOLLI

ADDRESS/SUITE: 15040 CLEAT STREET

CITY, STATE, ZIP: PLYMOUTH MI 48170

PHONE: 734-283-3002 ALTERNATE PHONE: _____ FAX: _____

EMAIL: VALVIG@JSVIG.COM A/P CONTACT: _____

CARRIER _____ ACCOUNT # _____

WORK ORDER FOR REVISION OR MODIFICATION TO CONTRACT

IT IS AGREED THAT WITHOUT INVALIDATING THE EXISTING CONTRACT FOR THE WORK TO BE PERFORMED ON THE BELOW REFERENCED PROJECT, THESE ADDITIONS, DELETIONS OR MODIFICATIONS ARE MADE TO THE CONTRACT:

AT THE REQUEST OF THE UNDERSIGNED CLIENT, AND IN ACCORDANCE WITH BOSS ENGINEERING'S GENERAL TERMS AND CONDITIONS (ATTACHED), PROFESSIONAL SERVICES WILL BE PERFORMED AT THE BELOW REFERENCED LOCATION AND AS DEFINED BY THE SCOPE OF WORK. AFORESAID GENERAL TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE.

LOT(S)	SUBDIVISION	LIBER/PAGE	QUARTER	SECTION	TOWNSHIP/CITY	COUNTY
'-34-200-0'		N/A	NE	34	HOWELL	LIVINGSTON

PROPERTY ADDRESS: 300 HIGHLANDER WAY HOWELL

SCOPE OF WORK

AS-BUILT SURVEY OF FOREBAY AND BASIN
VOLUME CALCULATIONS FOR COUNTY SESC CLOSEOUT

REASON FOR CHANGE: COUNTY REQUEST

FEE AND TERMS OF PAYMENT

☐ ESTIMATE OF HOURLY SERVICES \$ _____ (ESTIMATE ONLY-NOT A QUOTE)

☒ FIXED FEE \$ 950 DEPOSIT \$ 0

* PLUS REIMBURSEMENT OF COSTS IN ACCORDANCE WITH BOSS ENGINEERING'S PREVAILING STANDARD FEE SCHEDULE

I CERTIFY THAT I HAVE CONTRACTED BOSS ENGINEERING TO PERFORM THESE SERVICES AND AGREE TO PAY IN ACCORDANCE WITH THESE PROVISIONS AND THE OTHER GENERAL TERMS AND CONDITIONS. I ACKNOWLEDGE RECEIPT AND REVIEW OF A COPY OF BOSS ENGINEERING'S GENERAL TERMS AND CONDITIONS. I FURTHER ACCEPT AND AGREE TO SAID TERMS AND CONDITIONS.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

PLEASE SIGN BOTH PAGES OF THE CONTRACT CHANGE ORDER AND
RETURN THE ORIGINAL TO OUR OFFICE. THANK YOU

BOSS ENGINEERING GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES: Client is responsible for meeting all municipal and other governmental requirements, including but not limited to those respecting land division, zoning, hazardous material disclosures and environmental protection. Payment of Boss Engineering's fee and reimbursable expense is not contingent upon approval by the municipal or governmental agency to which it may be submitted, and shall be paid in accordance with this agreement. Client will provide for right of entry of all necessary personnel and equipment in order to complete the work. Client is responsible for providing all available information relevant to the work and site, including information regarding any known underground structures or utilities.

2. CHANGES IN WORK: All changes and additional services requested by the Client will be charged in accordance with the prevailing Standard Fee Schedule, and Boss Engineering may require written instructions before proceeding with such work. In the event that municipal or governmental requirements necessitate additional services beyond the stated scope of work, the prevailing Standard Fee Schedule shall apply.

3. TERMINATION: In the event of termination of this agreement by either party, the Client shall within fifteen days of termination pay Boss Engineering for all services rendered and all reimbursable costs incurred by Boss Engineering up to the date of termination, in accordance with the payment provisions of this Agreement. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons: (1) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; (2) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; (3) Suspension of the Project or Boss Engineering's services by the Client for more than ninety (90) days, consecutive or in the aggregate; (4) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of Boss Engineering, the Client shall pay Boss Engineering, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Boss Engineering in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The retainer held by Boss Engineering is NON REFUNDABLE. The Client is responsible for payment of any costs which exceed the amount of the retainer.

4. ASSIGNS: Neither party may assign or transfer its duties or interest in this agreement without written consent of the other. Said consent shall not be unreasonably withheld.

5. AUTHORIZATION: The undersigned individually represents their actual authority to contract on behalf of the Client, and shall indemnify and hold Boss Engineering harmless against any claims of lack of authority, including payment of the fees and charges.

6. LIABILITY: Unless otherwise agreed by a separate agreement signed by the parties, the Client agrees to limit claims of liability of Boss Engineering or of any of its employees and agents arising from professional acts, errors or omissions, to a total aggregate sum not to exceed Twenty-Five thousand (\$25,000.00) Dollars or the total fee for services rendered on the project, whichever is greater.

7. FEES FOR SERVICE: The Client agrees to pay for the services rendered in accordance with Boss Engineering's prevailing Standard Fee Schedule, unless a quoted fixed fee is provided. Any quoted fixed fee agreed upon shall be for the work specifically described within this contract. Any changes requested by the Client or governmental agency not covered within the scope of work will be charged in accordance with Boss Engineering's prevailing Standard Fee Schedule in addition to the fixed quoted fee. For all field services, fees will be charged from the time the employees leave the office until the time they return. All fees will be governed by Michigan law.

8. RETAINER: The retainer will be applied to the final invoice for the Project.

9. EXPENSE REIMBURSEMENT: In addition to charges for services, Client agrees to reimburse Boss Engineering for the following:

(a) Subcontracting, sub-consulting, labor testing fees, UPS and FedEx deliveries, U.S. Postal mailings including 3rd party mailings, all to be billed at cost plus 15% administrative service fee; (b) Blueprinting, sepias, plotting, printing, reproduction (of print or computer media) or photography, all shall be billed in accordance with the prevailing Standard Fee Schedule. Returned checks will be assessed with a \$25.00 charge.

10. INVOICING: Progress invoices will be sent monthly, and a final bill will be sent upon completion of services rendered. Charges for personnel and reimbursable expenses will be shown. Each invoice is due within ten (10) days of the invoice date. Any objection to the billing shall be waived if not made in writing within such time period. Non-payment of any portion will be grounds for suspension or termination of work. Finance charges on past due accounts shall be at the rate of one and one-half (1.5%) percent per month unless limited by law, in which event, then at the maximum rate permitted by law. Client shall be responsible for the payment of all costs incurred in collection of delinquent accounts, including attorney fees. Payment thereafter shall first be applied to accrued finance charges, then to the unpaid principal.

11. RECORDING: Surveys that conform to governing statute may be recorded with the Register of Deeds upon payment in full, unless Client gives written contrary instructions. Client shall be responsible for recording fees.

12. OWNERSHIP OF DOCUMENTS: All reports, drawings, plans, specifications, field data, notes, calculations, estimates and other documents prepared by Boss Engineering shall remain its property, and should any plans, reports or work be furnished for which payment is not made, Client agrees to return the documents and not use them without the written consent of Boss Engineering.

13. COPYRIGHT: It is agreed that all drawings and data are the instruments of service of Boss Engineering, who shall be named the author, and who shall retain all common law, statutory and other rights, including copyrights. Client agrees not to use these drawings and data or permit any reuse or modification to be made to them without the prior written consent of Boss Engineering. The transfer of the CADD files for use by the Client shall not be deemed a sale and Boss Engineering makes no warranty, either express or implied, of merchantability or fitness for any particular purpose.

14. APPEARANCE AS WITNESS: Should the need arise, by subpoena or otherwise, for any personnel of Boss Engineering to appear as a witness (whether in court, for deposition or in any other forum) in conjunction with or concerning the project, whether as an expert or otherwise, Client shall pay their time at one and one-half (1.5) times the prevailing Standard Fee Schedule.

15. DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and Boss Engineering shall be submitted to non-binding mediation. Client and Boss Engineering agree to include a similar mediation agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

16. WHOLE AGREEMENT: This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in this agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____