

**CHANGE ORDER FORM
(ATTACHMENT A TO SPECIAL CONDITIONS)**

Project: Districtwide Exterior LED Lighting Project (552670)
 Date: March 28, 2019
 Contractor: REGREEN, Inc.

Change Order: # B190103-001
 Contract #: 18-19-02

Pursuant to the General Conditions, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Item #1 Cost Proposal #003	(Credit) Reusing (E) poles on B100 ramp with new fixtures	-\$ 2,976.40
Item #2 Unused Allowance	(Credit) Balance of unused allowance returned to District	-\$ 2,660.00

Total Items #1 and #2	-\$ 5,636.40
-----------------------	--------------

PREVIOUSLY BILLED AGAINST \$5,000 OWNER ALLOWANCE -----	\$ 2,340.00
TOTAL TO BE BILLED AGAINST OWNER ALLOWANCE -----	\$ 0.00
REMAINING OWNER ALLOWANCE IN CONTRACT -----	\$ 0.00
BALANCE TO BE ADDED TO THE CONTRACT BY THIS CHANGE ORDER #2 -----	\$ 0.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Sum was	\$ <u>94,322.13</u>
Net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>94,322.13</u>
The Contract Sum will be changed by this Change Order in the amount of	\$ <u>-5,636.40</u>
The adjusted Contract Sum including this Change Order will be	\$ <u>88,685.73</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(<u>0</u>) Days
The date of Substantial Completion as of the date of this Change Order therefore is:	<u>4 / 26 / 19</u>

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

CONTRACTOR

CONSTRUCTION
MANAGER

OWNER
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT
7600 Dublin Blvd., 3rd flr.
Dublin, CA 94568

REGREEN, Inc.

SWINERTON M & C

By: [Signature]

By: [Signature]

By: _____

Date: 3-29-18

Date: 4/1/19

Date: _____

PM: [Signature]

Clabot/Vas Postnas Change Order #2 (Credit and Unused allowance)



120 STANDARD ST. EL SEGUNDO, CA 90245 | PH: (310) 572-7552 | FAX: (213) 621-7792 | WWW.RECREENCORP.COM

PROPOSAL SUMMARY



PROJECT COST

SUBTOTAL:	\$	5,636.40
TAX:	\$	5,636.40

WORK DESCRIPTION	UNIT COST
Credit	
Credit for poles in Bldg 100	2,976.40
Credit for 4 poles @ \$744.10 per pole. Total credit for deleted poles = \$2,976.00	
Unused allowance	2,660.00
Credit for unused portion of \$5,000 owners allowance = \$2,660.00	

X By signing this proposal you agree to the terms of this document and confirm your understanding of the details within it. In addition you are authorizing ReGreen Inc to begin securing rebates and/or other incentives, if any, and approve proposed material and labor specified herein. Upon the completion of the work specified within this document, you agree to pay the full amount as specified under Project Cost "Total" within 15 days. ReGreen is not responsible for electrical, structural, or any other issues that may exist prior to the execution of this agreement, and is not able to fully verify, unless included and specified in scope, the compatibility of proposed equipment to existing equipment.

Michael Skand

SIG.

Payment Date follows the contractual pay app procedures

Payment Date follows the contractual pay app procedures

NOTES:	OPTIONAL: REGREEN MONTHLY SERVICE	*PARTNER PAYMENT PROGRAM
3-5 Year warranty on all materials	Monthly site visits (available upon request):	Term (days):
1 year warranty on labor	Repairs and Maintenance	Payment:
1 year no Maintenance Guaranteed	Emergency Calls	Energy Savings (\$):
Pricing good for 45 days unless otherwise agreed	Energy Monitoring	Maintenance Savings (\$):
Rebates and Incentives subject to change	Commissioning	Savings realized during payment term (\$):
Labor and Materials included	* ReGreen services are guaranteed for a period of 2 years	E&M Savings realized after payment term (\$):

REQUEST FOR INFORMATION

Date: 03/20/19
RFI#: 4
Project: Chabot/Las Positas
Owner:

Bid No.: 18-19-02

The information is requested for the following reason:

- Direction not given in Contract Documents
- Interpretation of Contract Documents
- Conflict in Contract / Contract Drawings
- Specifications Reference
- Shop Drawings Reference
- Other

INFORMATION REQUESTED:

At Chabot Bldg. 100 walkways there are (4) poles we will not be able to install as the existing poles are welded on. We are recommending to only switch out the fixtures. Please see attached photos for reference.

POSSIBLE COST IMPACT: YES NO We will provide a credit for these (4) poles.

POSSIBLE TIME IMPACT: YES NO

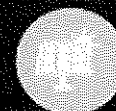
REPLY:

Confirmed, this is acceptable as long as the (E) poles can safely support the new fixtures
And the installation looks neat. Please provide credit for deleted poles.

Response:

By: Michael Stroud, SMC

Date: 3/21/19



Michael Stroud

From: Rich, Bruce <Bruce.Rich@wsp.com>
Sent: Wednesday, March 20, 2019 1:12 PM
To: Michael Stroud
Subject: RE: [EXTERNAL] Chabot RFI#4

That should an option since Bld 100 will be removed in a few years.

Bruce Rich P.E.
Area Construction Manager
916/849-1920 cell



From: Michael Stroud [mailto:MStroud@swinerton.com]
Sent: Wednesday, March 20, 2019 12:02 PM
To: Rich, Bruce <Bruce.Rich@wsp.com>
Subject: Re: [EXTERNAL] Chabot RFI#4

In the rfi they ask about the poles since the poles are welded in place trying to see if they can use the existing poles and just replace the fixtures.

Get [Outlook for Android](#)

From: Rich, Bruce <Bruce.Rich@wsp.com>
Sent: Wednesday, March 20, 2019 11:51:41 AM
To: Michael Stroud
Subject: Re: [EXTERNAL] Chabot RFI#4

They are to replace the lights on the ramps up to bld 100 2 nd floor.

Bruce

> On Mar 20, 2019, at 12:58 PM, Michael Stroud <MStroud@swinerton.com> wrote:

>

> Hi Bruce,

> I hear you are still the person to talk to about Prop 39 stuff. Regreen just sent an RFI. Do you know what the original intent was for these 4 poles at the Chabot 100 walkways?

>

> Michael Stroud, DBIA, LEED AP

> Project Manager

> SWINERTON

> MANAGEMENT & CONSULTING

> 260 Townsend Street

> San Francisco, CA 94107

Michael Stroud

From: Melanie Cabrera <melanie@regreencorp.com>
Sent: Thursday, March 28, 2019 1:55 PM
To: Michael Stroud
Subject: [EXTERNAL] Re: Follow up on PCO Credit for Poles for Final Change Order

Hi Michael,

Please see below for the credit for the (4) poles. Please let me know if you need anything else.

Unit credit \$744.10, total \$2,976.40 credit

Thank you!

On Mar 28, 2019, at 9:52 AM, Melanie Cabrera <melanie@regreencorp.com> wrote:

Hi Michael,

Per our phone conversation, I will have this information for the credit by end of day today.

Thank you!

From: Michael Stroud <MStroud@swinerton.com>
Sent: Thursday, March 28, 2019 8:08 AM
To: Melanie Cabrera <melanie@regreencorp.com>
Subject: Follow up on PCO Credit for Poles for Final Change Order

Hi Melanie,

I wanted to send a reminder that I need the credit PCO today so that I can complete the final change order which would include that credit and the credit back for the unused allowance.

I also wanted to make sure we wouldn't have to cut power to any of the buildings for the work.

Thank you.

Michael Stroud, DBIA, LEED AP

Project Manager

SWINERTON

MANAGEMENT & CONSULTING

260 Townsend Street

San Francisco, CA 94107

M 415.517.8970

E mstroud@swinerton.com

swinerton.com