



CITY OF ALBANY
PUBLIC WORKS DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706

CONTRACT CHANGE ORDER No. 1

CONTRACT: 2023 Pavement Maintenance and Repair Project
Contract No. C23-30

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2/20/2025

CONTRACTOR: Dryco Construction, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on your contract.

DESCRIPTION OF WORK

Closeout change order including extra work for additional pavement repairs; additional curb and gutter repairs; and final quantity adjustments.

Contractor will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified.

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. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. 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.

In consideration of the change(s) described above, the Contract Time is adjusted as follows: the Contract Time will be unchanged.

Except as amended by this Change Order, all other provisions of the Contract remain in full force and effect and shall govern the actions of the parties under this Change Order. From and after the date of this Change Order, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Change Order.

STATEMENT OF ACCOUNT

Original Contract Price:	\$1,120,362.06
Previous Change Orders	\$0.00
Total to date	\$1,120,362.06
This Change Order	\$22,736.04
Revised Contract Price	\$1,143,098.10
Contract Price Change	+2.0%

[Signatures are on the following page]



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CONTRACT CHANGE ORDER No. 1

Contractor:

Date Accepted: 2/20/2025

By:



CONTRACT REP, Title

City of Albany:

Date Approved: _____

By:

Nicole Almaguer, City Manager

NOTE: This change order is not effective until approved by the City Manager

**City of Albany 2023 Pavement Maintenance Project
City Project No. C23-30**

**Contract Change Order: No. 1 – Close-Out
Change Order**

Date: January 15, 2025

To: Dryco Inc.

DESCRIPTION OF AND REASON FOR CHANGE:

This change order documents the terms for closing out the project which includes the following; settlement of all outstanding issues, claims, request for equitable adjustment, non-compensable final time extension, compensates the Contractor for extra work that were not in the contract documents and provides credits to the City for items that were deleted from the contract documents. This change order shall constitute the full and final settlement of any and all change order requests, requests from compensation, unilateral change orders, allowance change orders, or any other claim that the Contractor may have against the City arising out of the Project, whether known or unknown, anticipated or unanticipated or suspected to exist as of the date of execution of this change order.

COST OF CHANGE: These are the close-out increases and or decreases items of contract work and final payment as follows:

Bid Item No	Description	Unit	Unit Price	Contract Estimate Quantity	Final Completed Quantity	Final Contract Quantities Adjustments	Price Adjustments
1	MOBILIZATION	LS	\$57,100	1	1	0	\$0
2	TRAFFIC CONTROL	LS	\$164,300	1	1	0	\$0
3	WATER POLLUTION CONTROL	LS	\$5,000	1	1	0	\$0
4	4-INCH HMA DIGOUT	SF	\$9.25	19,000	19,000	0	\$0
5	12-INCH HMA DIGOUT	SF	\$58.22	390	60	-330	(\$19,212.60)
6	CRACK SEALING	LS	\$71,550	1	1	0	\$0
7	SLURRY SEAL TYPE II	SY	\$2.32	124,963	125,842	879	\$2,039.28
8	REMOVE PAVEMENT MARKERS, STRIPES AND MARKINGS	LS	\$79,500	1	1	0	\$0
9A	THERMOPLASTIC – STOP	EA	\$233.20	94	92	-2	(\$466.40)
9B	THERMOPLASTIC – SPEED HUMP APPROACH	EA	\$439.90	13	24	11	\$4,838.90
9C	THERMOPLASTIC – SPEED HUMP MARKING	EA	\$996.40	28	22	-6	(\$5,978.40)
9D	THERMOPLASTIC – BIKE SHARROW	EA	\$222.60	45	44	-1	(\$222.60)

Central Ave and Carlson Blvd Street Improvement Project C3077

Bid Item No	Description	Unit	Unit Price	Contract Estimate Quantity	Final Completed Quantity	Final Contract Quantities Adjustments	Price Adjustments
9E	THERMOPLASTIC – BIKE BLVD	EA	\$291.50	16	16	0	\$0
9F	THERMOPLASTIC – BIKE LANE MARKING	EA	\$222.60	10	10	0	\$0
9G	THERMOPLASTIC – YEILD LINE	EA	\$121.90	4	4	0	\$0
9H	THERMOPLASTIC – SLOW SCHOOL XING	EA	\$784.40	3	3	0	\$0
9I	THERMOPLASTIC – 15 MPH / 25 MPH	EA	\$180.20	5	4	-1	(\$180.20)
9J	THERMOPLASTIC – PIERCE ST TURN ARROW	EA	\$355.10	1	1	0	\$0
10	THERMOPLASTIC – 'NO PARKING' STRIPED AREA	LS	\$874.50	1	1	0	\$0
11	THERMOPLASTIC – STOP LIMIT LINE	LF	\$10.07	1,430	1293	-137	(\$1,379.59)
12	THERMOPLASTIC – STANDARD CROSSWALK	SF	\$10.07	664	1004	340	\$3,423.80
13	THERMOPLASTIC – TRIPLE FOUR CROSSWALK	SF	\$11.40	4,968	4,968	0	\$0
14	THERMOPLASTIC – CONTINENTAL CROSSWALK	SF	\$10.60	192	100	-92	(\$975.20)
15	THERMOPLASTIC – CENTER DOUBLE YELLOW	LF	\$2.65	8,244	4,811	-3,433	(\$9,097.45)
16	THERMOPLASTIC – STRIPING (SINGLE, SOLID/DOTTED)	LF	\$1.86	7,052	7,749	697	\$1,296.42
17	PAINTED MARKINGS - PIERCE ST (PARKING)	LS	\$1,060	1	1	0	\$0
18	CURB PAINT (RED)	LF	\$6.36	4,320	5,208	888	\$5,647.68
19	REPLACE FH BLUE MARKER	EA	\$37.50	45	49	1	\$148.40
20	PCC CURB AND GUTTER	LF	\$180	40	244	204	\$36,720
21	SUPPLEMENTAL WORK	AL	\$25,000	\$25,000	\$31,134	\$6,134	\$6,134
						Total Price Adjustment	\$22,736.04

PROJECT COST AND SCHEDULE SUMMARY:

- Original Contract Amount: **\$1,120,362.06**
- This Contract Change Order (CCO No.1 – Close-Out Adjustment): **\$22,736.04**
-CCO #1 - Affects bid items 5, 7, 9A, 9B, 9C, 9D 9I, 11,12, 14, 15, 16, 18, 19, 20, 21 as reflected above.
- Final Contract Amount: **\$1,143,098.10**
- Original Contract Duration: 45 Working Days
- Previous C.o.'s Add/(Deduct): 0 Working Days
- This Change Order Add/(Deduct); 0 Working Days
- Total Working Days: 45 Working Day

The amount set forth in this Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the work under this contract and any work performed under any change order to this contract, including impact on unchanged work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated amount is the full and final payment for all work performed under this contract and any change order to this contract, plus all payment for any interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the contract including any change, and that the charge under the Change Order constitutes the total equitable adjustment owed the CONTRACTOR, all Subcontractors, and all Suppliers under this contract and any change order to this contract. The CONTRACTOR on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights without exception or reservation of any kind whatsoever to file any further claim related to this Contract and any change order to this contract. No further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

The Contractor further agrees to indemnify and hold the City and its agents harmless from any further claims, requests for equitable adjustment, or damages raised by Subcontractors or Suppliers at any tier, as a result of the work under this Contract. The Contractor, on behalf of himself, all Subcontractors, and all Suppliers, expressly waives the benefits of the provisions of Section 1542 of the Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ACCEPTED BY:


Contractor

1-20-25
Date

Nicole Almaguer, City Manager

Date