



CHANGE ORDER

Order No: 13

Date: 12/17/2024

Agreement Date: 12/17/2024

Project: TOQUERVILLE PARKWAY Package B

Inquiry No.: PROJECT #22B

City of Toquerville

Contractor: JP Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

This change order is for the work to relocate the Power line that currently spans the Hogsback cut. The powerline will be removed from the poles and put underground along SR-17 up to the Toquerville Cemetery Road.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE	\$11,018,066.11
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$19,177,900.06
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$643,049.05
The new CONTRACT PRICE including this CHANGE ORDER will be	\$19,820,949.11

CHANGE TO CONTRACT TIME: The days required to complete this work will be added with a separate change order.

APPROVALS:

CIVIL ENGINEER: _____

CONTRACTOR: _____

CITY: _____

From: [Judd Palmer](#)
To: [Lamoreaux, Bob](#); [Melissa](#)
Subject: Power Estimate
Date: Wednesday, December 4, 2024 4:33:03 PM
Attachments: [Toquerville Pkg A Power Relocation Estimate.pdf](#)

***** EXTERNAL EMAIL - Use caution and verify authenticity before trusting any contents. *****

Good afternoon,

Attached is the estimate for the power relocation. I have attached an exhibit with the earthwork required to be able to install this. There is cut at the entry and then fill upwards of 10' to install it.

I got this information of the subdivision plan provided from Civil Science. The whole project has an import so there is no where to get the fill needed unless we just start digging somewhere. The earthwork to me is the biggest issue but one that has to be done. It looks like we have about 4,500 of cut and 11k of import to make it work.

I'm not sure how the city or the owner would feel about this but we could just steal enough off the site to make it work knowing they have to import but I'm sure that the owner would probably not be willing to do it knowing we have to have this done. I will let you handle that.

Check it out and let me know what you think or if you have any questions.

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**Thanks,
Judd**



Judd Palmer, President
www.jpexcavating
judd.jpei@gmail.com
(435) 703-1133



JP Excavating, Inc.

4102 South 1440 East Circle
St. George, Utah 84790

Office: (435) 656-1133 • Fax: (435) 656-5609

To:	Toquerville City	Contact:	
Address:	Toquerville, UT	Phone:	
		Fax:	
Project Name:	Toquerville Parkway Package A Power Relocate Estimate	Bid Number:	12/1/2024
Project Location:		Bid Date:	12/2/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Gps Modeling, And Supervision	1.00	LS	\$29,244.22	\$29,244.22
2	Traffic Control	1.00	LS	\$16,719.48	\$16,719.48
3	Survey	1.00	LS	\$10,589.01	\$10,589.01
4	Grading Of New Power Line Alignment In Order To Install New Power Line Including Onsite Earthwork And Import (Note Estimate Quantities Were Derived From The Ash Bluff Plan Provided By Civil Science)	1.00	LS	\$209,750.64	\$209,750.64
5	Complete Electrical System As Per Rocky Mountain Plan	1.00	LS	\$376,745.70	\$376,745.70

Total Bid Price: \$643,049.05

Notes:

- JP does not perform any testing or geotechnical services.
- JP does not perform any survey work, including staking, Owner must provide cad file, control points, and level loop survey.
- Any over-excavation above what is listed in the proposal will be considered an extra and a negotiated price adjustment will be required.
- Proposal does not include any unrippable rock. If unrippable rock (rock that cannot be ripped with a 75,000 LB Excavator) is encountered, a negotiated price adjustment will be required.
- JP is not responsible for obtaining permits or paying fees.
- Rock Wall Square Footage is approximate and will be measured in the field and billed accordingly.
- Asphalt and concrete prices may fluctuate due to suppliers and measurements are approximate and will need to be measured in the field and billed accordingly.
- Does not include any bond. If bonding is required add 3%.
- JP provides dust control for their work while onsite. JP does not include dust control for the site or any sub contractors.
- Owner hereby acknowledges that the costs of construction are not fixed and are rising at a rapid rate in Southern Utah. The Contract Price is based on material costs prevailing at the time the Contract Price is calculated. If, after this Agreement is executed, any material cost increases above the material cost utilized by Contractor to calculate the original Contract Price, Owner agrees that Contractor may increase the Contract Price in an amount equal to the increase in the material cost.

TERMS AND CONDITIONS

Services. All work will be completed in a workmanlike manner according to standard practices in substantial conformance with the plans and the terms of the Contract. JP=s obligation to provide services and goods and the scope of JP=s services are expressly limited to those items contained in this Contract which consists of this document, front and back, the plans reviewed by JP, and any written, signed change orders (the AWork@). This Contract constitutes the entire agreement between the parties, and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by any commitment or arrangement not specified in the Contract.

Changes and Repairs to the Work. JP shall not be obligated to perform work constituting changes or repairs to the Work without a change order signed by Owner and JP. Nonetheless, if a change or repair to the Work is performed by JP without a signed change order, Owner hereby agrees to pay for the additional work regardless of whether a written change order is prepared. The Contract Price shall be augmented by the costs and fees set by JP for all changes and repairs to the Work. Payment for changes and modifications is due immediately upon invoicing. If JP is required to perform modifications or repairs to the Work which modifications or repairs are necessitated by the work or actions of the Owner or his agent, the original contractor, another subcontractor, or anyone else not an agent of JP or due to changes made by the Owner or his agent, or anyone else, the additional work will become an extra charge over and above the Contract Price and the Owner hereby agrees to pay for the additional work whether or not a written change order is prepared. JP is not responsible for problems or damages created by the Owner, agent, other subcontractors or anyone else who is not an agent of JP. If, as a result of forces beyond the reasonable control of JP, JP is required to perform services or replace goods, JP shall be compensated for the additional services which shall become an extra charge over and above the Contract Price regardless of whether the work is evidenced by a signed change order. The Contract Price, including profit and overhead, shall be adjusted for additional costs resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Contract, including increased taxes, and for work required by code interpretations made by regulatory agents. The Contract Price, including profit and overhead, shall be adjusted by Change Order for additional costs resulting from any changes in Work that are required by any governmental authority despite that the Work, as designed or when first constructed, complied with local building code and ordinance requirements.

Delay. If at any time the Owner suspends progress of the Work, JP shall not be obligated to return to resume work until such time that JP determines that it can resume the Work. Owner shall be responsible for all damages, including demobilization and mobilization charges. The Contract Price shall be automatically adjusted for costs resulting from shutdown, delay and start-up.

- **Timely Payments.** Payment for the Work shall be due and owing within 10 days after the date appearing on the invoice. Payments are not conditioned upon any modifications or repairs. If payments are not timely, the balance due will begin to accrue interest at the rate of 1.5% per month until fully paid. Failure to make timely payment constitutes a material breach of this Contract and JP may suspend performance. Owner shall be responsible for all damages, including demobilization and mobilization charges. The Contract Price shall be automatically adjusted for costs resulting from shutdown, delay and start-up. In addition to the rights and remedies available under this Contract, JP shall be entitled to pursue all legal and equitable remedies available to it.

Force Majeure. The performance by JP of its obligations under this Agreement will be excused, for so long as JP determines, by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials, fire, flood, storm, adverse weather conditions, or other casualty or act of God, accident, or other delays beyond JP's control.

Right to Repair. The sole remedy of the Owner with respect to any item that is not in conformity with the terms of this Contract shall be either the return of the goods and repayment of the price paid for the goods or replacement of the nonconforming goods or parts. Owner covenants and agrees that JP has a right to repair defective work and that Owner shall not be entitled to hire another contractor to repair or replace the work nor commence any legal proceedings or other action against JP whether based in contract, tort, warranty, strict liability, indemnity, contribution, negligence or other source of law without first providing to JP a reasonable amount of time to repair the work. Under no circumstances shall JP be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed diminution in the value of the property, even if JP has been advised of the possibility of such damages.

Indemnity. To the extent permitted by law, Owner shall, and regardless of whether any claimant for injury or property damage is employed at the Project Site, defend and indemnify JP and its agents and employees from any and all claims, damages, losses, suits, judgments, fines, assessments and expenses, including reasonable legal fees and costs, arising out of or, in any way, relating to the acts or omissions of Owner or his agent, the original contractor, another subcontractor, supplier, or anyone else not an agent of JP.

- **Subsurface Conditions.** Prior to the start of construction, Owner shall provide an accessible site and shall identify the boundaries of the property by stakes or markers at all corners. Owner hereby warrants and represents that the subsurface conditions will not impair, hinder or delay the progress of the Work. If the actual subsurface or other physical conditions at the site are (a) not indicated in the Contract or are different from those indicated in the Contract or (b) unusual or unknown physical conditions which are different from conditions ordinarily encountered and generally recognized as inherent in work similar to the Work, JP shall stop Work and give immediate written notice of the condition to the Owner. JP shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the parties. Any change in the Contract Price as a result of the unknown condition shall be determined as provided herein for changes.

Information and Proof of Financing. Any information to be provided by the Owner shall be provided in a timely manner so as not to delay the Work. Prior to commencement of the Work and thereafter at the written request of JP, the Owner shall provide JP with evidence of project financing. Evidence of such financing shall be a condition precedent to JP=s commencing or continuing the Work. JP shall be notified prior to any material change in project financing.

Breach of One Agreement is a Breach of All. Owner and JP acknowledge that during JP=s performance of the Work, Owner may also be under contract with JP for work at other projects pursuant to a separate agreement. Should one or more contracts now or hereafter exist between the parties hereto or with any affiliated corporation or company of Owner, concerning any project that is the subject of an agreement, then a breach by the Owner of any contract may, at the sole option of JP, be considered a breach of any or all contracts. In such event, JP may terminate any or all of the contracts as breached, it may withhold services and goods on any such contracts or pursue any other legal and equitable remedies available to it.

Attorney=s Fees and Legal Proceedings. If any legal action or any arbitration or other proceeding is brought or any action taken for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred, in addition to any other relief to which it or they may be entitled. All claims against JP based in contract, warranty or other source of law arising out of this Contract or out of the work performed by JP shall be commenced within two years after completion of the Work, regardless of when the defect or claim is discovered and regardless of whether the item is latent or patent. If for any reason it is later determined that the discovery rule applies to claims against JP such that claims against JP do not begin to accrue until the claim is discovered, or discoverable through reasonable diligence, then any such claim against JP must be commenced against JP within six months after the claim is discovered or discoverable through reasonable diligence.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Utah, and the parties agree to be subject to the jurisdiction and venue of the courts of Washington County, Utah.

- **ASPHALT OIL COST ADJUSTMENT:** This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOTs published Binder Index at the time of this proposal. Each \$10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of \$0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder Index" at www.udot.utah.gov.
- Estimate provided is for all items complete and cannot be broken apart without signed consent

Payment Terms:

Payment due within 15 days of invoice

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: JP Excavating Authorized Signature: _____ Estimator: _____
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