



# City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 24

February 3, 2022

		Amount	Calendar Days	Comp. Date
<b>Contractor:</b> W.M. Lyles Co.	<b>Original Contract:</b>	\$ 53,312,000.00	820	1/26/2021
<b>Project Name:</b> Wastewater Treatment Plant Salt Mitigation Upgrade Project	<b>Previous Approved Changes:</b>	\$4,621,422.43	186	9/24/2021
<b>Contract No.:</b> C18-80	<b>This Change: Amount NTE</b>	<b>-\$329,839.12</b>	<b>0</b>	
<b>CO Number:</b> 24	<b>Revised Contract if Approved:</b>	\$57,603,583.31	1075	<b>10/08/2021</b>
	<b>Previous Phase 1 Completion Date</b>			9/18/2020
	<b>Revised Phase 1 Completion Date</b>			9/18/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment, and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	63	Fibrecast MBR System Replacement Deduction	-\$329,839.12	0	0
2				0	0
3				0	0
4				0	0
<b>NET CHANGE IN CONTRACT AMOUNT – DECREASE</b>			<b>-\$329,839.12</b>	<b>0</b>	

\*Calendar Days

The amount of the Contract will be ~~increased~~/decreased by Three Hundred Twenty-Nine Thousand, Eight Hundred Thirty-Nine dollars and twelve cents -\$329,839.12. The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

**Recommended:** , **Date:** 2/3/2022  
 MWH Constructors, Senior Resident Engineer

**Accepted:** , **Date:** \_\_\_\_\_  
 W.M. Lyles Co., Contractor

**Approved:** , **Date:** 4/20/22  
 City of Beaumont, City Manager



City of Beaumont  
Wastewater Treatment Plant Salt Mitigation  
Upgrade Project

Technical Justification:

PCO-63	
Administrative Adjustment:	Fibracast MBR System Replacement Deduction

Reason for Design Changes:

The City of Beaumont (“Owner”) and W. M. Lyles Co. (“WML”) acknowledge the following: 1) owner pre-selected Fibracast Ltd (“Fibracast”) to provide Membrane Bioreactor (“MBR”) Equipment pursuant to §151100 of the Specifications; 2) Owner has elected to replace the Fibracast system with an alternate system (hereinafter, “Operative Facts”). In consideration of this deductive Change Order # 024 in the amount of Three Hundred Twenty-Nine Thousand Eight Hundred Thirty-Nine and 12/100 Dollars (-\$329,839.12), Owner and WML agree to the following terms and conditions:

Design and Scope Changes:

1. Advice of Counsel. Each party warrants and represents that in executing this Change Order #024, it has relied on legal advice from the attorney of its choice; that the terms of this Change Order #024 have been read and its consequences (including risks, complications, and costs) have been completely explained to it by that attorney; and that it fully understands the terms of this Change Order #024.

Each party hereto has cooperated in the drafting and preparation of this Change Order #024. Neither party hereto, nor their respective counsel, shall be deemed the drafter of this Change Order #024 for the purposes of construing the provisions hereof. The language in all parts of this Change Order #024 shall in all cases be construed according to its fair meaning, not strictly for or against

WML shall have no further obligation regarding the MBR system other than to install the alternate system per owner specifications in accordance with the contract between WML and Owner as amended and subject to applicable change orders.

Cost Impact:

W.M. Lyles’ contract for the project shall be reduced by the sum of **-\$329,839.12**. W.M. Lyles shall release such amount to the City of Beaumont.