

MODIFICATION OF CONTRACT



1. **Modification No.:** 009
(Segment 1, Change Order No. 4)

2. **Effective Date:** 11 March 2009

3. **Modification Name:** Segment 1: Landside Crack Monitoring (waterside visquine cover, conduits for two piezometers, surveying)

4. **Project:** Phase IV Feather River Levee Repair Project – Segment 1

5. **Contract No.:** PH4-2007/08-01

6. **Contractor:** Nordic Industries, Inc. 7. **Administered By:** GEI Consultants
Attn: Ray Bertelsen Attn: Don T. Kurosaka
1437 Furneau Road 2595 Feather River Blvd.
Olivehurst, CA 95961 Marysville, CA 95901

8. **Pursuant to:**

- ___ Field Instruction IAW Section 004-4-5, issued to add, delete, modify or reject work.
Refer Field Directive #: _____
- XX Change Directive IAW Section 009-9-2, Issued to order corrections, alterations, additions modifications, deletions or other changes to the work
- ___ Construction Incentive Change proposal (CICP)
- ___ Compensable Unavoidable Delays as defined in Section 7-12.02, "Unavoidable Delays"

9. **Description of Modification:**

Nordic Industries was directed to construct the following items of work in Segment 1: waterside visquine cover and conduits for two piezometers. This work was issued by GEI Consultants as Project Engineer and has been coordinated with Doug Handen. The description and cost of the items of work associated with this work is as follows:

Description	Quantity	Cost	Total
Waterside visquine cover	Lump Sum	\$10,598.40	\$10,598.40
Conduits for two piezometers	Lump Sum	\$2,388.75	\$2,388.75
Nordahl Soil-Bentonite Cutoff Wall Surveying	Lump Sum	\$851.45	\$851.45
			\$13,838.60

The total amount of this Contract Modification is \$13,838.60, with no adjustment in contract time.

Contractor's written agreement of this Contract Change Order, Field Instruction or other written directive will constitute his final and binding agreement to the provisions of the Contract change order, Field Directive or other written directive and waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractor or Suppliers.

Contractor's written agreement of this Contract Change Order, Field Instruction or other written directive will constitute his final and binding agreement to the provisions of the Contract change order, Field

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Directive or other written directive and waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractor or Suppliers.

10. Concurrence:

The adjustment set forth hereinabove shall be final and complete adjustment for costs and/or time required as a result of the "Changes in Services" defined in Item 9.


Owner's Representative Date 2.16.2010

Name & Title Of Signer
Mr. Don T. Kurosaka
Site Manager
GEI Consultants, Inc.




Contractor's Representative Date 2/16/2010

Name & Title Of Signer
Mr. Ray Bertelsen
Nordic Industries, Inc.

11. Authorization:

Three Rivers Levee Improvement Authority (TRLIA) hereby grants Authorization to Proceed with this "Contract Modification". The Contract is hereby modified and the Agreement adjusted IAW Item 8.


Mr. Doug Handen Date 3/12/10
TRLIA Construction Manager


Mr. Paul Brunner Date 3/18/10
TRLIA Executive Director

-----NOTHING FOLLOWS-----