

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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FIRST AMENDMENT TO CONTRACT NO. 30640

30640

THIS FIRST AMENDMENT TO CONTRACT NO. 30640 is made and entered, in duplicate, as of December 1, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 19, 2008, by and between PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation ("Contractor"), whose address is 2230 Lemon Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Improvement of 7th Street Between Redondo Avenue and Pacific Coast Highway in the City of Long Beach, California," dated March 12, 2008, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6722; and

WHEREAS, the parties desire to increase the contract amount by an amount not to exceed \$500,000, for a total contract amount not to exceed \$1,713,347;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Agreement and in this Amendment, the parties agree as follows:

1. Section 3.A. of Contract No. 30640 is amended in its entirety to read as follows:

"3. PRICE AND PAYMENT.

A. During the original term of the Contract, City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Improvement of 7th Street Between Redondo Avenue and Pacific Coast Highway in the City of Long Beach, California," attached to the Contract as Exhibit "A".
During the First Amendment, City shall pay to Contractor the amount(s) for

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1 materials and work identified in Contract Change Order Authorization No. 1,
2 attached hereto as Exhibit "A-1".

3 2. Except as set forth in this First Amendment to Contract No. 30640,
4 all terms and conditions of the Contract are ratified and confirmed and shall remain in full
5 force and effect.

6 IN WITNESS WHEREOF, the parties have caused this document to be duly
7 executed with all formalities required by law as of the date first stated above.

8 PALP, INC. DBA EXCEL PAVING
9 COMPANY, a California corporation
10 12-2, 2008 By C.P. Brown
11 **C.P. BROWN PRESIDENT**

12 12-2, 2008 By Michele E. Drakulich
13 **MICHELE E. DRAKULICH**
14 Type or Print Name **ASST. SECRETARY**

15 "Contractor"
16 CITY OF LONG BEACH, a municipal
17 corporation
18 Dec 5, 2008 By Suzanne Assistant City Manager
19 City Manager
20 "City"

21 This First Amendment to Contract No. 30640 is approved as to form on
22 December 2, 2008.

23 ROBERT E. SHANNON, City Attorney
24 By [Signature]
25 Deputy
26
27
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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 12-2-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared PALP INC. DBA EXCEL PAVING CO. BY C.P. BROWN PRESIDENT AND
MICHELE E. DRAKULICH ASST. SECRETARY

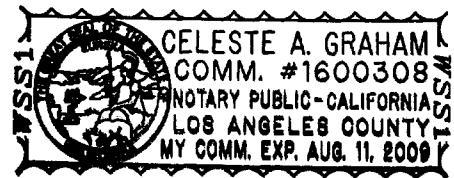
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Celeste A. Graham
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~- is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT “A-1”

OFFICE OF THE CITY MANAGER
CITY OF LONG BEACH
LONG BEACH, CALIFORNIA 90802

To: Palp, Inc., dba Excel Paving Company
2230 Lemon Avenue
Long Beach, CA 90806

Date: October 22, 2008
R- 6722
Contract No.: 30640
Program No.: PW5061-8140
3

RECEIVED
NOV 01 2008
Grants Admin

PROJECT: Improvement of 7th Street between Redondo Avenue and Pacific Coast Highway

CONTRACT CHANGE ORDER AUTHORIZATION NO. 1

- (A) 1. Compensation due the contractor for additional cost associated with acceleration of the planned weekend work into two (2) weekends in lieu of the planned five (5) weekends, as directed by the City Traffic Engineer, to the following bid items:
- a. Increase to existing Bid Item No. 10, Bituminous Pavement Removal, at the negotiated unit increase of \$3.00 per cubic yard (671.00 CY @ \$3.00/CY), for the estimated increase of \$ 2,013.00
 - b. Increase to existing Bid Item No. 26, PCC Bus Street Pad, ten-inch (10") thick, at the negotiated unit increase of \$0.65 per square foot (9,839 SF @ \$0.65/SF), for the estimated increase of \$ 6,395.35
 - c. Increase to existing Bid Item No. 16, Asphalt Rubber Hot Mix, at the negotiated unit increase of \$8.00 per ton, (5,873 ton @ \$8.00/ton), for the estimated increase of \$ 46,984.00
- (A) 2. Establish a new bid item for additional traffic control for vehicle ingress and egress at Ximeno Avenue, Termino Avenue and Park Avenue major cross streets, for the negotiated lump sum cost of \$ 33,500.00
- (A) 3. The plans required a two-inch (2") removal of the existing pavement surface, by grinding, on 7th Street from Station 112+97 to Station 116+26, Station 119+72 to Station 127+00 and Station 97+00 to Station 112+08. During construction an unforeseen layer of petromat paving fabric was encountered at the elevation of two inches (2") below the existing pavement surface. As directed by the Project Engineer an additional one-inch (1") of grinding was required to ensure proper bonding of the existing pavement surface to the planned overlay. In order to accomplish this work the following was performed at the negotiated unit cost of \$0.65 per square yard (14,131.22 SY @ \$0.65/SY), for the estimated increase of \$ 9,185.29

In accordance with Section 3-3, Extra Work, of the Standard Specifications for Public Works Construction, 2003 Edition, you are authorized to do the following:

- (B) 4. Provide all labor, materials and equipment to install traffic signal conduit at the intersection of Pacific Coast Highway and 7th Street per Drawing No. C5909, as directed by the City Traffic Engineer, for the estimated cost of \$ 20,000.00
- (B) 5. Provide all labor, materials and equipment to install temporary traffic striping to accommodate the construction of the bus pads on 7th Street between Pacific Coast Highway and Redondo Avenue, as directed by the City Traffic Engineer, for the estimated cost of \$ 10,000.00
- (A) 6. Reimbursement to the contractor for hotel vouchers provided to residents that required relocation during weekend night work whom live within one-hundred feet (100') of the construction zone, as directed by the City Noise Officer, for the estimated cost of \$ 10,000.00
- (B) 7. Provide all labor, materials and equipment to install temporary no left turn signs to accommodate the accelerated construction of the bus pads, as directed by the City Traffic Engineer, for the estimated cost of \$ 5,000.00
- (A) 8. Provide all labor, materials and equipment to provide additional traffic control and cleanup due to additional cold milling, as directed by the Project Engineer, for the estimated cost of \$ 3,557.90
- (A) 9. Compensation due to the contractor for delays associated with job shut down, standby time, additional traffic control, as required to remove unforeseen layers of petromat fabric while performing cold milling operations for planned roadway reconstruction on 7th Street between Park Avenue and Pacific Coast Highway, as directed by the Project Engineer, for the estimated cost of \$ 28,405.89
- (A) 10. Provide all labor, materials and equipment to excavate over optimum moisture content sub-grade, install Mirafi fabric and Crushed Miscellaneous Base (CMB), for the bus pad located on the north side of 7th Street west of Pacific Coast Highway, as directed by the Project Engineer, for the estimated cost of \$ 9,882.82
- (A) 11. Provide all labor, materials and equipment for additional traffic control for the closure of 7th Street between Park Avenue and Pacific Coast Highway due to additional unforeseen cold milling operations and temporary striping, as directed by the Project Engineer, for the estimated cost of \$ 15,514.76

- (A) 12. Provide all labor, materials and equipment to remove four (4) unforeseen traffic signal detector pads in the number one and two eastbound lanes of 7th Street just west of Pacific Coast Highway, as directed by the Project Engineer, for the estimated cost of \$ 2,842.09
- (A) 13. Provide all labor, materials and equipment to excavate, grade, compact sub-grade, and place asphalt concrete pavement for the driveway entrance to the Dog Park located on the north side of 7th Street at Recreation Park, as directed by the Project Engineer, for the estimated cost of \$ 4,584.18
- (A) 14. Provide all labor, materials and equipment for additional flag men, arrow boards, light towers and traffic control required to place an asphalt concrete leveling course on 7th Street between Pacific Coast Highway and Redondo Avenue, as directed by the Project Engineer, for the estimated cost of \$ 11,213.10
- (A) 15. Provide all labor, materials and equipment required to load and haul off pavement fabric contaminated asphalt concrete grindings and debris generated by the cold milling operations, as directed by the Project Engineer, for the estimated cost of \$ 7,816.77
- (A) 16. Provide all labor, materials and equipment required to crack seal between the adjacent Portland Cement Concrete (PCC) panels prior to paving on 7th Street between Pacific Coast Highway and Redondo Avenue, as directed by the Project Engineer, for the estimated cost of \$ 15,298.63
- (A) 17. Provide all labor, materials and equipment required to perform additional cold milling of asphalt concrete pavement on 7th Street between Pacific Coast Highway and Redondo Avenue, as necessary to construct the new pavement structural section, as directed by the Project Engineer, for the estimated cost of \$102,866.86
- (A) 18. Provide all labor, materials and equipment required to place a various thickness asphalt concrete pavement leveling course on 7th Street between Pacific Coast Highway and Redondo Avenue, as directed by the Project Engineer, for the estimated cost of \$106,152.59
- (C) 19. Provide all labor, materials and equipment to install three inch (3") galvanized rigid steel conduit for future traffic signal conductors at the intersection of 7th Street and Santiago Avenue, including pull boxes, as directed by the City Traffic Engineer, for the estimated cost of \$ 20,000.00

TOTAL ESTIMATED INCREASE TO CONTRACT COST \$471,213.23

By signing this change order the Contractor acknowledges that it is familiar with California Civil Code Section 1542, which reads: "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:" and Contractor hereby releases the City from any unknown claims and waives its rights under Section 1542.

The prices set forth hereinabove shall be considered full compensation for all obligations of the contractor associated with this change order, and the City will not be liable for any claim of the contractor for delays or extra compensation resulting from performance of the requirements of this change order.

TIME FOR COMPLETION OF ALL WORK UNDER THE CONTRACT WILL BE EXTENDED FIVE (5) WORKING DAYS BEYOND THE SIGNATURE OF THE DIRECTOR OF PUBLIC WORKS.

Recommended by:

Approved by:

Clayton R. Pomy 10/27/08
 Chief Construction Inspector (Date)

Gene M. New 10/31/08
 Construction Services Officer (Date)

Paul J. [Signature] 10/31/08
 Acting Division Engineer (Date)

Mc Cliff 11/2/08
 Deputy Director of Public Works
 City Engineer (Date)

[Signature] 11/4/08
 Contractor-Company Officer (Date)

[Signature] 11/11/08
 Director of Public Works (Date)

Funds are available for this purpose:

Sandra Gant 11/6/08
 Financial Management (Date)

cc: Auditor
 Accounting
 City Clerk-Originals
 Construction Division

Contract Compliance
 Project Development