

**CHANGE ORDER(s)**

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**CONTRACT CHANGE ORDER AUTHORIZATION NO. 1**

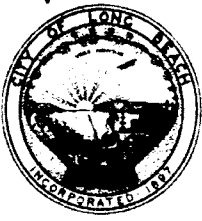
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**DATED 8/29/2016**

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**FILED WITH CONTRACT # 33795**

**(SULLY-MILLER CONTRACTING COMPANY)**



**ORIGINAL**

**Date:** August 29, 2016  
**To:** Sean Crumby, Deputy Director/City Engineer  
**From:** Marc Wright, Construction Services Officer  
**Subject:** **CONTRACT CHANGE ORDER TRANSMITTAL MEMO**

PROJECT: Contract No. 33795 R-6967 – Alamitos Avenue between 7<sup>th</sup> Street and Orange Avenue

CONTRACTOR: Sully-Miller Contracting Company

CCO#: No. 1

ORIGINATED FROM: Project Development

SOURCE OF FUNDING: GAS TAX/ISTEA

REASON: See Attached

COST (CCO#1): \$ 119,691.59

ORIGINAL CONTRACT: \$ 1,321,099.00

APPROVED CONTINGENCY (10%) \$ 3 132,109.90

ORIGINAL CONTRACT + CONTINGENCY (NOT TO EXCEED) \$ 1,453,208.90

AMENDED CONTRACT VIA COUNCIL LETTER (NOT TO EXCEED) \$

TOTAL AMOUNT OF CCO'S TO DATE (INCLUDING PROPOSED CCO'S) \$ 119,691.59

PERCENT (%) OF CONTINGENCY USED IN CHANGE ORDERS TO DATE (INCLUDING PROPOSED) 9.06%

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

Sully-Miller Contracting Co.  
135 S. State College Blvd.  
Brea, CA 92821

Date: August 29, 2016  
R- 6967  
Contract No.: 33795  
Program No.: PW5062 40

PROJECT: Improvements of Alamitos Avenue between 7<sup>th</sup> Street and Orange Avenue

CONTRACT CHANGE ORDER AUTHORIZATION NO. 1

In accordance with procedures for changes in the work established in the specifications, you are authorized to do the following:

1. Provide all labor, materials and equipment to correct grade mismatch between new cross gutter and existing improvements. This includes removing and resetting concrete forms for the cross gutter, removing existing asphalt concrete and Portland Cement concrete pavement and subgrade material adjacent to the new cross gutter, installing new PCC pavement to replace the removed pavement,  
as directed by the Project Manager,  
for the lump sum cost of.....\$ 38,041.18
2. Provide all labor, materials and equipment to adjust partial catch basin improvements to correspond to discovered field conditions, at the northwest corner of E. Anaheim Street & Alamitos Avenue and southwest corner of 15<sup>th</sup> Street & Alamitos Avenue,  
as directed by the Project Manager,  
for the lump sum cost of.....\$ 4,476.09
3. Provide all labor, materials and equipment related to install new Portland cement concrete pavement to correct for grade mismatch between new cross gutter and existing street surface, at east Alhambra Court & Arcadia Court Court west of Alamitos Avenue,  
as directed by the Project Manager,  
for the lump sum cost of.....\$ 4,012.98
4. Provide all labor, materials and equipment to remove existing storm drain grates with longitudinal slots hazardous to bicycles and replace them with six (6) new bicycle friendly storm drain grates,  
as directed by the Project Manager,  
for the lump sum cost of.....\$ 6,702.89
5. Provide all labor, materials and equipment needed to bring the jobsite to a safe condition and otherwise suitable for an extended period of no work on site. This includes removing various equipment and material from the job site that will not be used during the idle time and installing temporary asphalt concrete ramps and patches so that the road surface is safe for public travel,  
as directed by the Project Manager,  
for the lump sum cost of.....\$ 26,238.28
6. Delete existing contract Bid Item No. 12 Cold Mill Asphalt Concrete Pavement 3", at the bid unit cost of \$4.00 per square yard (6,940/SY @ \$4.00/SY),  
as directed by the Project Manager,  
for the estimated credit of.....<\$ 27,760.00>

7. Establish new line item due to the City delaying the contract, at the negotiated unit cost of \$3.14 per square yard (6,940/SY @ \$3.14/SY, as directed by the Project Manager, for the estimated cost of.....\$ 21,791.60
8. Delete existing contract Bid Item No. 13 Cold Mill Asphalt Concrete Pavement Variable, at the bid unit cost of \$4.00 per square yard (1,090/SY @ \$4.00/SY), as directed by the Project Manager, for the estimated credit of.....<\$ 4,360.00>
9. Establish new line item due to the City delaying the contract, at the negotiated unit cost of \$3.41 per square yard (1,090/SY @ \$3.41/SY, as directed by the Project Manager, for the estimated cost of.....\$ 3,716.90
10. Delete existing contract Bid Item No. 14 Variable Cold Mill Concrete Pavement, at the bid unit cost of \$8.60 per square yard (8,625/SY @ \$8.60/SY), as directed by the Project Manager, for the estimated credit of.....<\$ 74,175.00>
11. Establish new line item due to price increase as a result of the City delaying the contract, at the negotiated unit cost of \$12.01 per square yard (8,625/SY @ \$12.01/SY, as directed by the Project Manager, for the estimated cost of.....\$ 103,586.25
12. Delete existing contract Bid Item No. 17 Asphalt Rubber Hot Mix (ARHM, at the bid unit cost of \$94.75 Ton (3,000/TON @ \$94.75/TON), as directed by the Project Manager, for the estimated credit of.....<\$ 284,250.00>
13. Establish new line item due to price increase as a result of the City delaying the contract, at the negotiated unit cost of \$100.01 per Ton (2,490.75/TON @ \$100.01/TON, as directed by the Project Manager, for the estimated cost of.....\$ 249,099.91
14. Delete existing contract Bid Item No. 39 Permanent Roadway Signing, at the bid unit cost of \$5,500/LS (1/LS @ \$5,500/LS), as directed by the Project Manager, for the estimated credit of.....<\$ 5,500.00>
15. Delete existing contract Bid Item No. 40 Pavement Markers, Markings & Traffic at the bid unit cost of \$32,000/LS (1/LS @ \$32,00/LS), as directed by the Project Manager, for the estimated credit of.....<\$ 32,000.00>
16. Delete existing contract Bid Item No. 32 15" RCP, at the bid unit cost of \$165.00 per lineal foot (600/LF @ \$165.00/LF), as directed by the Project Manager, for the estimated credit of.....<\$ 99,000.00>
17. Delete existing contract Bid Item No. 35 Junction Structure, at the bid unit cost of \$4,100 each (1/EA @ \$4,100/EA), as directed by the Project Manager, for the estimated credit of.....<\$ 4,100.00>
18. Delete existing contract Bid Item No. 36 Concrete Collar, at the bid unit cost of \$1,100 each (7/EA @ \$1,100/EA), as directed by the Project Manager, for the estimated credit of.....<\$ 7,700.00>
19. Delete existing contract Bid Item No. 37 S.D Manhole, at the bid unit cost of \$4,600 each (1/EA @ \$4,600/EA), as directed by the Project Manager, for the estimated credit of.....<\$ 4,600.00>

20. Delete existing contract Bid Item No. 46 AB-04 Relocate Type 17 Pole, at the bid unit cost of \$5,600 each (1/EA @ \$5,600/EA), as directed by the Project Manager, for the estimated credit of.....<\$ 5,600.00>

In accordance with Section 3-3, Extra Work, of the Standard Specifications for Public Works Construction, 2012 Edition, you are authorized to do the following:

21. Provide all labor, materials and equipment to do extra work due to revised striping drawings not depicted on original plans, work associated with contract Bid Item No. 39, Permanent Road Signing and Bid Item No. 40, Pavement Markers, Markings & Traffic striping, as directed by the Project Manager, for the estimated cost of.....\$ 204,907.98

22. Provide all labor, materials and equipment needed to move a detector loop stub out to support relocation of a catch basin at the southwest corner of Alamitos Avenue and 15<sup>th</sup> Street. as directed by the Project Manager, for the estimated cost of.....\$ 1,137.23

23. Provide all labor, materials and equipment to repair and replace survey monument castings at 16<sup>th</sup> Street and New York Avenue on Alamitos Avenue. as directed by the Project Manager, for the estimated cost of.....\$ 5,025.30

**TOTAL ESTIMATED INCREASE TO THE CONTRACT COST .....\$ 119,691.59**

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.

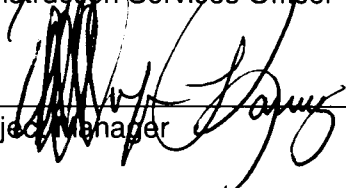
The prices set forth herein above shall be considered full compensation for all obligations of the contractor associated with this change order, and the City will not be liable for any claim of the contractor for delays or extra compensation resulting from performance of the requirements of this change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

TIME FOR COMPLETION OF ALL WORK UNDER THE CONTRACT WILL BE EXTENDED FIVE (5) WORKING DAYS BEYOND THE DEPUTY DIRECTOR/CITY ENGINEER'S SIGNATURE.

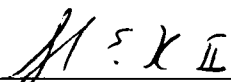
Recommended by:

  
\_\_\_\_\_  
Chief Construction Inspector (Date) 9-2-2016

  
\_\_\_\_\_  
Construction Services Officer (Date) 9/2/16

  
\_\_\_\_\_  
Project Manager (Date) 9/13/16

Approved by:

  
\_\_\_\_\_  
Contractor (Date) 9-9-16

  
\_\_\_\_\_  
Deputy Director/City Engineer (Date) 9/2/16

Funds are available for this purpose:

  
\_\_\_\_\_  
Financial Management (Date) 9-19-16