



CHANGE ORDER(s)

AND /OR

LETTER(s) OF EXTENSION

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**CONTRACT CHANGE ORDER NO. 001
DATED JUNE 12, 2017**

FILED WITH CONTRACT #34537

(LOS ANGELES ENGINEERING, INC)



City of Long Beach
Working Together to Service

Memorandum

Date: August 15, 2017
To: Sean Crumby, Deputy Director of Public Works/City Engineer
From: Timothy Ralston, Public Works, Program Manager *TR*
Subject: **CONTRACT CHANGE ORDER No. 1 TRANSMITTAL MEMO**

PROJECT: R-7024 Admiral Kidd Artificial Turf

CONTRACTOR: Los Angeles Engineering Inc

CCO#: No. 1

ORIGINATED FROM: Project Development

SOURCE OF FUNDING: Capital Projects Fund (CP)

REASON: See Attached

COST (CCO#1): \$67,957.00

ORIGINAL CONTRACT: \$1,418,136

APPROVED CONTINGENCY (10%): \$141,813

ORIGINAL CONTRACT + CONTINGENCY (NOT TO EXCEED): \$1,559,949

AMENDED CONTRACT VIA COUNCIL LETTER (NOT TO EXCEED): N/A

TOTAL AMOUNT OF CCO'S TO DATE (INCLUDING PROPOSED CCO'S): \$67,957.00

PERCENT (%) OF CONTINGENCY USED IN CHANGE ORDERS TO DATE (INCLUDING PROPOSED): 47.9%

A large, stylized handwritten signature in black ink, likely belonging to Timothy Ralston, positioned to the right of the main text.

Pop w/ 7000017

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

Los Angeles Engineering
633 N. Barranca Ave.
West Covina, CA 91723

Date: June 12, 2017
R- 7024
Contract No.: 34537
Program No.: PW3170-07

PROJECT: Admiral Kidd Park Field Turf Project

CONTRACT CHANGE ORDER AUTHORIZATION NO. 1

PART 1 (Reason for Change)

1.1 Change Order was required because of delay by the City of Long Beach to obtain a State of California waste discharge identification (WDID) number and permit. Contractor experienced a 28 working day delay and had to pay for additional fence and restroom rental, as well as superintendent oversight on the project sight during the delay. Storm Water Prevention Plan submittal was not part of the contractor's scope per contract documents.

1.2 Change Order was required because of excess export dirt fill generated on the project site from field turf grading activities. Per contract drawings, designer estimated 340 cubic yards of dirt import fill at \$45.00 per cubic yard per contract schedule of values, but actual amount of project site dirt spoils amounted to 1025 cubic yards of excess dirt fill that would need to be exported at export line item value of \$77.00 per cubic yard taken from the Seaside Park Field Turf Project contract schedule of values. The change order will be the delta between the contract import amount of 340 cubic yards and the additional 1025 cubic yards of dirt excess fill to be exported. Contract Time will be extended by 4 working days due to this change.

PART 2 (Description of Change)

2.1 Provide all labor, materials and equipment to account for additional month of site fencing rental and site restroom rental. In addition, site superintendent accrued one hour of labor each day for project oversight for the 28 working day delay.

2.2 Provide all labor, materials and equipment to export 1025 cubic yards of additional fill material from the Seaside Park project site at a cost of \$77.00 per cubic yard. Contractor to also provide credit for the contract import line item amount of 340 cubic yards of dirt infill at a rate of \$45.00 per cubic yard.

PART 3 CHANGE IN CONTRACT AMOUNT

A. BID ITEM QUANTITY ADJUSTMENTS

- Bid Item 5 - Delete Dirt Infill – 340 Cubic Yards, Unit Price (-\$15,300.00)

B. EXTRA WORK/AGREED PRICE

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 reimburse for an additional month of project site fencing rental, project site restroom rental, and project superintendent oversight for a 28 working day delay, as directed by the Project Manager, for the lump sum cost of.....\$ 4,332.00
2. Provide all labor, materials and equipment to export 1025 cubic yards of additional fill material from the Seaside Park project site at a unit cost of \$77.00 per cubic yard, as directed by the Project Manager, for the lump sum cost of.....\$ 78,925.00

- Net Bid Item Quantity Adjustment = (-\$15,300.00)
- Net Extra Work / Agreed Price = \$83,257.00
- Net to Contract Cost = \$67,957.00


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.


PART 4 CHANGE IN CONTRACT TIME

TIME FOR COMPLETION OF ALL WORK UNDER THE CONTRACT WILL BE EXTENDED THIRTY TWO (32) WORKING DAYS BEYOND THE DEPUTY DIRECTOR/CITY ENGINEER'S SIGNATURE.


Recommended by:

 7-27-2017
Chief Construction Inspector (Date)

 7/27/17
Construction Services Officer (Date)

 6-27-17
Program Manager (Date)

Approved by:

 Mitch Ward 6/28/17
Contractor (Date)

 8/16/17
Deputy Director/City Engineer (Date)

 8/23/17
Financial Management (Date)

OK
7/17/17
JAH