

# **CHANGE ORDER(s)**

# AND /OR

# LETTER(s) OF EXTENSION

CONTRACT CHANGE ORDER AUTHORIZATION NO. 3
DATED JUNE 1, 2017

FILED WITH CONTRACT #34297
(LOS ANGELES ENGINEERING, INC)

042

# TIDELANDS CAPITAL IMPROVEMENT PROJECTS Certification of Materials and Services

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

02 (\*As Vendor # V049254 0 |

BP PO PW17-4

Project PW8000 Detail D330

Index PW EIPJJ Subobject 210009

Grant Detail

Authorized by Anne Sale

MOVETO PWCIPTB

Los Angeles Engineering, Inc 633 North Barranca Avenue Covina, CA 91723 Date: R- June 1, 2017

7054 34297

Contract No.: Program No.:

PW8000-3040

PROJECT:

Colorado Lagoon Restoration Phase 2B

### CONTRACT CHANGE ORDER AUTHORIZATION NO. 3

## PART 1 (Reason for Change)

- 1. Change Order was required for all shoreline dredging has been completed per Bid Item #9. Remaining unspent monies to be returned to the project via credit.
- Change Order was required for the project did not require the import of CMB material per Bid Item #21. Remaining unspent monies to be returned to the project via credit.
- 3. Change Order was required due the frequency and destructive nature of vandalism occurring on-site. Contractor required to provide over-night security to the site, as agreed by the Project Manager.
- 4. Change Order was required for avoiding conflicts with the community regarding the disposal of over fifty palm trees. Contractor required to replace dead palm trees in Long Beach, as directed by the Project Manager.
- 5. Change Order was required because the contractor was required to pay employees triple time for Veteran's Day at the auditor's direction; however, Veteran's Day was not a union holiday for the trade.
- 6. Change Order was required for various repairs to the site after significant rains, adding an irrigation master valve and flow meter, burying irrigation lateral lines, and revising the drainage at the dispersion trench, as directed by the Project Engineer.

## PART 2 (Description of Change)

- 1. Provide all labor, material, and equipment cost for the reduction of unused monies in Bid Item #9.
- 2. Provide all labor, material, and equipment cost for elimination of unused Bid Item #21.
- 3. Provide all labor, material, and equipment cost for providing on-site security over-night per RFCO 10R1 at a lump sum cost.
- 4. Provide all labor, material, and equipment cost for replacing palm trees per RFCO 2 on a time and material basis.
- 5. Provide all labor, material, and equipment cost for triple time wages associated with Veterans Day per RFCO 20 at a lump sum cost.
- 6. Provide all labor, material, and equipment cost for T&M work including various improvements to the site due to significant rains, adding an irrigation master valve and flow meter, burying irrigation lateral lines, and revising the drainage at the dispersion trench per RFCO 33 on a time and material basis.

#### PART 3 CHANGE IN CONTRACT AMOUNT

#### A. BID ITEM QUANTITY ADJUSTMENTS

1. Delete Remainder of Bid Item #9 (\$31,188.00)
2. Delete Bid Item #21 (\$7,425.00)

#### **B. EXTRA WORK/AGREED PRICE**

		<u>Add</u>	<u>Deduct</u>
3.	Lump Sum cost for On-Site Security (RFCO 10R1)	\$6,721.32	
4.	T&M cost for Replace Palm Trees (RFCO 15)	\$15,418.05	
5.	Lump Sum cost for Veterans Day Premium (RFCO 20)	\$6,848.59	
6.	T&M cost for Various T&M for March (RFCO 33)	\$34,108.69	

- Net Bid Item Quantity Adjustment = (\$38,613.00) - Net Extra Work / Agreed Price = \$63,096.65 - Net to Contract Cost = \$24,483.65

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 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 ZERO (0) WORKING DAYS BEYOND THE DEPUTY DIRECTOR/CITY ENGINEER'S SIGNATURE.

Recommended by		Approved by:	_
AM.	6-8-2017	nwal	6/9/47
Chief Construction Inspector	(Date)	Contractor	(Date)
Project Hanagement Div.	6/12/17 Officer (Date)	Deputy Director/City E	ngineer (Date
Project Manager	6/11/17 (Date)	Pinal) Bial Managaya	46/15/17
6/12/17	•	I Wil	6-12-17