



**CHANGE ORDER(s)**

**AND/OR**

**LETTER(s) OF EXTENSION**

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**CONTRACT CHANGE ORDER AUTHORIZATION NO. 008  
DATED JANUARY 5, 2021**

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**FILED WITH CONTRACT #35227**

**(W.M KLORMAN CONSTRUCTION CORPORATION)**



**City of Long Beach**  
**Working Together to Serve**

**Memorandum**

**Date:** January 5, 2021  
**To:** Alvin Papa, City Engineer  
**From:** Marilyn Surakus, Project Management Officer  
**Subject:** **CONTRACT CHANGE ORDER TRANSMITTAL MEMO**

*MS*

PROJECT: Contract No. 35227, Munis No. 3003150007, Public Safety Garage Project

CONTRACTOR: Klorman Construction

CCO #: 008

ORIGINATED FROM: Project Management

SOURCE OF FUNDING: City Bond

REASON: See Attached

COST (CCO # 008): \$ <204,480.82> ✓

ORIGINAL CONTRACT: \$ 9,279,400.00

ORIGINAL APPROVED CONTINGENCY (10%): \$ 927,940.00

ORIGINAL CONTRACT + CONTINGENCY (NOT TO EXCEED): \$ 10,207,340.00

TOTAL OF ALL CCOs TO DATE (INCLUDING THIS CCO): \$ 464,769.81 ✓

TOTAL PERCENT (%) OF CONTINGENCY USED TO DATE: 50.09% ✓

CONTINGENCY REMAINING TO DATE: \$ 463,170.19

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

Klorman Construction  
23047 Ventura Blvd.  
Woodland Hills, CA 91364.

Date: 1/5/2021

CONTRACT NO.: 35227  
PROJECT NO.: 3003150007

PROJECT: PUBLIC SAFETY PARKING GARAGE

CONTRACT: CHANGE ORDER AUTHORIZATION NO. 8

PART 1 REASON FOR CHANGE

This Change Order is required to cover the following:

- 1.1. At the request of the Contractor the City Public Works Department prepaid the plan check fees and the Offsite Runoff Mitigation Fee for the project. This was done in an endeavor to expedite the plan check process. The cost of the plan check fees is included in the Contractor's original scope of work for the project. This Change Order is for the reimbursement to the City for the plan check fees that were paid directly by the City, on behalf of the Contractor.

PART 2 DESCRIPTION OF CHANGE

- 2.1. The scope of work includes the following: In an endeavor to expedite the plan check process, the City paid the plan check fees and the Offsite Runoff Mitigation Fee for the project. The cost of the plan check fees is included in the Contractor's original scope of work for the project. This Change Order is for the reimbursement to the City for the plan check fees that were paid directly by the City, on behalf of the Contractor

PART 3 CHANGE IN CONTRACT AMOUNT

A. BID ITEM QUANTITY ADJUSTMENTS  
None

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:

- 3.1 This Change Order is for the reimbursement to the City for the plan check fees and the Offsite Runoff Mitigation Fee that were paid directly by the City, on behalf of the Contractor.

3.2 This credit to the City includes costs for all labor, supervision, materials, tools, equipment and incidentals required to complete the following scope of work in place at no additional cost to the City:

At the request of the Contractor the City Public Works Department prepaid the plan check fees and the Offsite Runoff Mitigation Fee for the project. This was done in an endeavor to expedite the plan check process. The cost of the plan check fees is included in the Contractor's original scope of work for the project. This Change Order is for the reimbursement to the City for the plan check fees that were paid directly by the City, on behalf of the Contractor.

The credit for the above shall not exceed the following:

- Credit for plan check fees <\$119,480.82>
- Credit for Offsite Runoff Mitigation <85,000.00>  
<\$204,480.82>

- Net Bid Item Quantity Adjustment = \$ 0.00  
- Net Extra Work / Agreed Price = <\$204,480.82>  
- Net to Contract Cost = <\$204,480.82>

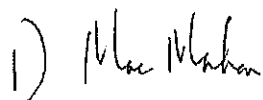
#### PART 4 CHANGE IN CONTRACT TIME

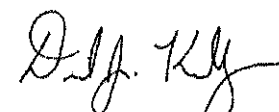
Time for completion of all work under the contract will be extended zero (0) Working Days beyond the Bureau Manager's Signature.

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.

Recommended By:

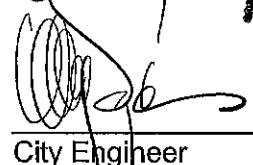
 01/07/2021  
\_\_\_\_\_  
Project Manager (Date)

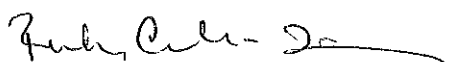
 01/06/21  
\_\_\_\_\_  
Construction Manager (Date)

 2/5/21  
\_\_\_\_\_  
Project Management Officer (Date)

Approved By:

 1/6/2021  
\_\_\_\_\_  
Contractor (Date)

 Feb 10, 2021  
\_\_\_\_\_  
City Engineer (Date)

 2/17/21  
\_\_\_\_\_  
Financial Management (Date)