



**CHANGE ORDER(s)**  
**AND/OR**  
**LETTER(s) OF EXTENSION**

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**CONTRACT CHANGE ORDER AUTHORIZATION NO. 2**  
**DATED JUNE 19, 2017**

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**FILED WITH CONTRACT #34296**  
**(G. B. COOKE INC)**

34296

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

G.B. Cooke Contractors  
660 South State College Boulevard  
Fullerton, CA 92831

Date: June 19, 2017

R- 7050  
Contract No.: 34296  
Program No.: PW7060 32

PROJECT: Low Flow Diversion Systems and Two Vortex Separation Systems at 9<sup>th</sup> Place and Bluff Park

CONTRACT CHANGE ORDER AUTHORIZATION NO. 2

**PART 1 (Reason for Change)**

- 1.1 This change order was required because the existing pedestrian ramps and adjacent sidewalks were not ADA compliant. In order to make the pedestrian ramps ADA compliant at both the E Ocean Blvd / 9<sup>th</sup> Place intersection and at the E Ocean Blvd. / Redondo Ave. intersection it was necessary to remove and replace sections of the sidewalk adjacent to the ramps.
- 1.2 Change Order was required because the specification for the new sidewalk at Bluff Park was revised from 4" depth of concrete on native soil to 6" depth of concrete over 6" depth of CMB.. The specification was revised to accommodate the anticipated vehicular traffic loading expected during the future maintenance of the LFD system.
- 1.3 This change order was required because the scope of work was changed from seeding the park to placing sod in the park. This was done as part of the reinstatement of the park, which took place after the completion of the installation of the new LFD system in the park. This allowed for the park to be re-opened to the public at an earlier date, minimizing the inconvenience to the public.\.
- 1.4 This change order was required because the contractor was instructed to install protection bollards around the new control panel for the LFD system, at 9<sup>th</sup> Place. The control panel was installed in the parkway, close to the curb. The bollards provide protection to the panel against potential vehicular impact.
- 1.5 This change order was required because the number of intrusion detection switches specified was not sufficient to cover for all the lid openings for the underground vaults. A dedicated intrusion switch was installed for each lid opening part of the manhole covers to the vaults.
- 1.6 This change order was required because the electrical pull boxes were replaced with traffic rated pull boxes, to cater for the expected vehicular traffic in the park, during the future maintenance of the LFD system.

- 1.7 This change order was required because the City requested that the contractor remove a palm tree in Bluff
- 1.8 This change order was required because the contractor was instructed to slurry seal and stripe 9<sup>th</sup> Place at the completion of the underground work. ...
- 1.9 This change order was required for the additional area of sidewalk at Bluff Park that was removed and replaced. Due to the need to relocate an existing underground main irrigation line at Bluff Park, to facilitate the installation of the underground structures for the LFD system, additional sidewalk was removed. This change order covers the cost of reinstating the additional sidewalk area removed.as a result of the above.
- 1.10 This change order was required because additional work was encountered in the removal and replacement of unsuitable soil from the site at 9<sup>th</sup> Place.
- 1.11 This change order was required because the City directed the contractor to provide custom markings on the manhole lids for the LDF systems at 9<sup>th</sup> Place and Bluff Park.

**PART 2 (Description of Change)**

- 2.1 Provide all labor, materials and equipment to construct ADA compliant sidewalk approaches to the pedestrian ramps at the E Ocean Blvd / 9<sup>th</sup> Place intersection and at the E Ocean Blvd. / Redondo Ave. intersection, total (4) locations.
- 2.2 Provide all labor, materials and equipment to construct the new sidewalk at Bluff Park. The new sidewalk section was 6" depth of concrete over 6" depth of CMB.
- 2.3 Provide all labor, materials and equipment to install sod in lieu of seeding, in the section of the park that was disturbed by the construction operation.
- ...
  - 2.4 Provide all labor, materials and equipment to install protection bollards around the new control panel for the LFD system, at 9<sup>th</sup> Place ...
  - 2.5 Provide all labor, materials and equipment to install the additional intrusion detection switches and accessories for all the lid openings for the underground vaults.
  - 2.6 Provide all labor, materials and equipment to install traffic rated pull boxes in Bluff Park as part of the LFD System.
  - ...
    - 2.7 Provide all labor, materials and equipment to remove an existing palm tree in Bluff Park ...
    - 2.8 Provide all labor, materials and equipment to slurry seal and stripe the section of 9<sup>th</sup> Place, south of E Ocean Blvd ...
    - 2.9 Provide all labor, materials and equipment to construct additional area of sidewalk in Bluff Park.

2.10 Provide all labor, materials and equipment to remove and replace unsuitable soil at 9<sup>th</sup> Place as part of the reinstatement of the street.

2.11 Provide all labor, materials and equipment to install custom markings on the manhole covers as directed by the Project Director.

...  
**PART 3 CHANGE IN CONTRACT AMOUNT**

**A. BID ITEM QUANTITY ADJUSTMENTS**

**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 Provide all labor, materials and equipment to construct ADA compliant sidewalk approaches to the pedestrian ramps at the E Ocean Blvd / 9<sup>th</sup> Place intersection and at the E Ocean Blvd. / Redondo Ave. intersection, total (4) locations  
For the lump sum cost of.....\$ 17,261.68
- 3.2 Provide all labor, materials and equipment to construct the new sidewalk at Bluff to the revised specification of 6" depth of concrete over 6" depth of CMB to facilitate maintenance vehicular traffic. .  
For the lump sum cost of.....\$ 11,260.00
- 3.3 Provide all labor, materials and equipment to install sod in lieu of seeding, in the section of the park that was disturbed as a result of the construction operation.  
For the lump sum cost of.....\$ 10,626.00
- 3.4 Provide all labor, materials and equipment to install protection bollards around the new control panel for the LFD system, at 9<sup>th</sup> Place  
For the lump sum cost of.....\$ 3,915.00
- 3.5 Provide all labor, materials and equipment to install the additional intrusion detection switches and accessories for all opening lids of the underground manhole vaults.  
For the lump sum cost of.....\$ 16,184.30
- 3.6 Provide all labor, materials and equipment to install traffic rated pull boxes in Bluff Park as part of the LFD System  
For the lump sum price of.....\$ 2,094.00
- 3.7 Provide all labor, materials and equipment to remove a palm tree in Bluff Park  
For the lump sum cost of.....\$ 1,237.00
- 3.8 Provide all labor, materials and equipment to slurry seal and stripe the section of 9<sup>th</sup> Place, located south of E Ocean Blvd  
For the lump sum cost of.....\$ 9,252.60
- 3.9 Provide all labor, materials and equipment to construct additional area of sidewalk in Bluff Park  
For the lump sum cost of.....\$ 3,750.00

3.10 Provide all labor, materials and equipment to remove and replace unsuitable soil at 9th Place as part of the reinstatement of the street  
 For the lump sum price of .....\$ 8,590.89

3.11 Provide all labor, materials and equipment to install custom markings on the manhole covers as directed by the Project Director.  
 For the lump sum cost of.....\$ 4,281.45

DEPARTMENT OF PUBLIC WORKS  
 CAPITAL IMPROVEMENT PROJECTS  
 Certification of Materials or Services

Vendor ID# V046955  
 POPW 17-3  
 Proj/Proj detail PW 7060-3230  
 Index/Subobject PW CAPAB/AA JB-210009  
 Grant/Grant detail PW 84WB-140  
[Signature] 7/31/17  
 DATE

- Net Bid Item Quantity Adjustment = 0  
 - Net Extra Work / Agreed Price = \$88,452.92  
 - Net to Contract Cost = \$88,452.92

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 TWENTY FIVE (25) WORKING DAYS BEYOND THE DEPUTY DIRECTOR/CITY ENGINEER'S SIGNATURE.

Recommended by:  
[Signature] 6/29/17  
 Project Inspector (Date)  
[Signature] 6-30-2017  
 Chief Construction Inspector (Date)  
[Signature] 7/5/17  
 Construction Services Officer (Date)  
[Signature] 7/28/17  
 Deputy Director/City Engineer (Date)

Approved by:  
[Signature] 6/29/2017  
 Project Manager (Date)  
[Signature] 6/29/17  
 Contractor (Date)  
[Signature] 2017 July 11  
 Assistant City Engineer (Date)  
[Signature]  
 FM (Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Adamson & McGoldrick Insurance Solutions 1150 E. Orangethorpe Ave., Suite 100 Placentia, CA 92870	CONTACT NAME:	Edith Maganda	
	PHONE (A/C No. Ext.):	714-257-8644	FAX (A/C No.): 714-257-8833
www.snaits.com	E-MAIL ADDRESS:	emaganda@snaits.com	
	INSURER(S) AFFORDING COVERAGE		
INSURED G.B. Cooke Inc. 680 South State College Boulevard Fullerton CA 92831	INSURER A:	Travelers Property Casualty Co. of America	25674
	INSURER B:	St. Paul Fire and Marine Insurance Co	24767
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 37975303 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	4T22-CO-0689C093-TCT-17	9/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	610-DT-8J18B610-TCT-17	9/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ZUP-71M12640-17-NF	9/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input type="checkbox"/> N/A	4TJ-UB-0693C083-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

R-7050 Low Flow Diversion Systems and Two Vortex Separation Systems  
City of Long Beach, its officials, employees and agents are named additional insured, as required per endorsement.

APPROVED AS TO SUFFICIENCY  
*[Signature]*  
CITY OF LONG BEACH  
DATE: 9/27/17

<b>CERTIFICATE HOLDER</b> R-7050 Low Flow Diversion Systems and Two Vortex Separation Systems City of Long Beach City Manager 333 W. Ocean Blvd. Long Beach CA 90802	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>[Signature]</i> Ted Adamson
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

APPROVED AS TO SUFFICIENCY

RISK MANAGER

CITY OF LONG BEACH

DATE: 9/27/12

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.