

CHANGE ORDER(s)

AND/OR

LETTER(s) OF EXTENSION

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**CONTRACT CHANGE ORDER AUTHORIZATION NO. 4
DATED NOVEMBER 8, 2017**

FILED WITH CONTRACT #34296

(G. B. COOKE CONTRACTORS)

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: November 8, 2017
R- 7050
Contract No.: 34296
Program No.: PW7060 32

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

CONTRACT CHANGE ORDER AUTHORIZATION NO. 4

PART 1 (Reason for Change)

- 1.1 The work outlined in this Change Order was not included in the scope of work assigned to the prime contractor. The scope of work involves the installation of upgrades to the City of Long Beach Public Works (LBPW) SCADA System, located at the Public Works facilities yard. The upgrades will allow the Long Beach Water Department (LBWD) to interface with the LBPW SCADA System for the purpose of monitoring the discharge flow from the Low Flow Diversion (LFD) Stations at 9th Place and at Bluff Park, into the sanitary sewer system and the ability to shut down the pumps at these two LFD stations should the need arise to do so. The scope of work includes the following:
 - 1.1.1 Customer interface and meetings.
 - 1.1.2 Design drawings of the SCADA interface upgrades.
 - 1.1.3 Control panel wiring at the LBPW facility to facilitate communications interface with LBWD SCADA system.
 - 1.1.4 Programing interface for the master to facilitate LBWD communications.
 - 1.1.5 Hardware purchased and configured for LBWD communications.
 - 1.1.6 Develop remote program for LBWD communications interface.
 - 1.1.7 Interface manual for submission to LBWD integrator.
 - 1.1.8 Note: Any upgrades to the existing LB Water Dept. SCADA system will be done directly by the LB Water Department and is not part of this scope of work.
- 1.2 The storm water diverted in each of the LFD stations is discharged into the Long Beach Water Department sanitary sewer system and subsequently is treated at the LA County Sanitation treatment facility. A requirement of operating the LFD stations is to obtain industrial waste discharge permits from LA County Sanitation District for each of the LFD

stations. A condition of approval of the industrial waste discharge permits is compliance with the above SCADA requirements. A condition of approval for discharge into the sanitary sewer system is to provide the above SCADA requirements for the Long Beach Water Department.

PART 2 (Description of Change)

- 2.1 Provide all labor, materials, equipment and incidentals required to construct the SCADA interface system between Long Beach Public Works Department and Long Beach Water Department. The SCADA interface will allow Long Beach Water Department to monitor the discharge flow from the LFD stations located at 9th Place and Bluff Park into the sanitary sewer system and the ability to shut down the discharge into the sanitary sewer system if the need should arise to do so.

PART 3 CHANGE IN CONTRACT AMOUNT

A. BID ITEM QUANTITY ADJUSTMENTS

B. EXTRA WORK/AGREED PRICE

- 3.1 In accordance with procedures for changes in the work established in the specifications, you are authorized to do the following:
 - 3.1.1 Customer interface and meetings.
 - 3.1.2 Design drawings of the SCADA interface upgrades.
 - 3.1.3 Control panel wiring at the LBPW facility to facilitate communications interface with LBWD SCADA system.
 - 3.1.4 Programing interface for the master to facilitate LBWD communications.
 - 3.1.5 Hardware purchased and configured for LBWD communications.
 - 3.1.6 Develop remote program for LBWD communications interface.
 - 3.1.7 Interface manual for submission to LBWD integrator.
 - 3.1.8 Note: Any upgrades to the existing LB Water Dept. SCADA system will be done directly by the LB Water Department and is not part of this scope of work.

The above scope of work will be completed for the lump sum cost of.....\$18,830.68

- Net Bid Item Quantity Adjustment	= 0
- Net Extra Work / Agreed Price	= \$18,830.68
- Net to Contract Cost	= \$18,830.68

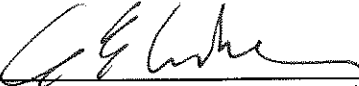
By signing this change order the Contractor acknowledges that it is familiar with California Civil Code Section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him 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

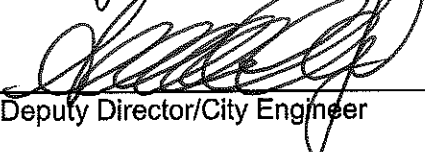
TIME FOR COMPLETION OF ALL WORK UNDER THE CONTRACT WILL BE EXTENDED SIXTY FIVE (65) WORKING DAYS BEYOND THE DEPUTY DIRECTOR/CITY ENGINEER'S SIGNATURE.

Recommended by:


Contractor (Date) 11-10-17


Chief Construction Inspector (Date) 11-15-2017



Construction Services Officer (Date) 11-15-2017


Deputy Director/City Engineer (Date) 12/7/17

Approved by:


Project Manager (Date) 11/13/2017


Storm Water Officer (Date) 11/13/17


Assistant City Engineer (Date) 11/13/17


Financial Management (Date) 12-7-17



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 www.snains.com	CONTACT NAME: Edith Maganda	
	PHONE (A/C, No, Ext): 714-257-9844 FAX (A/C, No): 714-257-9833 E-MAIL ADDRESS: emaganda@snains.com	
INSURED G.B. Cooke Inc. 660 South State College Boulevard Fullerton CA 92831	INSURER(S) AFFORDING COVERAGE	NAIC #
	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	ADDL INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		4T22-CO-0693C093-TCT-17	9/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-DT-8J188610-TCT-17	9/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			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		N/A	4TJ-UB-0693C093-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 MANAGER
CITY OF LONG BEACH
DATE: 9/27/17

CERTIFICATE HOLDER 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	CANCELLATION 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
[Signature]
RISK MANAGER
CITY OF LONG BEACH
DATE: 9/27/17

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.