



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

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**CONTRACT CHANGE ORDER AUTHORIZATION NO. 1
DATED JANUARY 5, 2017**

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

34296

DEPARTMENT OF PUBLIC WORKS
CBI Grant Project LFD's & VSS's at 9TH Place & Bluff Park
STORM WATER / ENVIRONMENTAL COMPLIANCE DIVISION
CITY OF LONG BEACH
LONG BEACH, CALIFORNIA 90802

To: G.B. Cooke, Inc.
660 South State College Boulevard
Fullerton, CA 92831

Date: January 5, 2017

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

PROJECT: R-7050 CBI Grant Project LFD's & VSS's at 9th Place and Bluff Park, City of Long Beach.

CONTRACT CHANGE ORDER AUTHORIZATION NO. 1

In accordance with procedures for changes in the work as established in specifications the following shall be provided:

- (A) Furnish all labor, materials, equipment and incidentals required to complete the diversion of the irrigation lines in Bluff Park. The Diversion was necessary to facilitate the construction of the Low Flow Diversion System at this location.
The work was completed on Time and Materials for a total cost of\$20,243.79
- (B) Furnish all labor, materials, equipment and incidentals required to remove rubble from the stockpiled native material used as backfill around the Low Flow Diversion Structure.
The work was completed on Time and Materials for a total cost of\$4,027.67
- (C) Furnish all labor, materials, equipment and incidentals required to complete the supply and installation of the decorative screens on the construction fencing at Bluff Park, for the lump sum amount of\$6,545.56

TOTAL ESTIMATED INCREASE TO CONTRACT COST\$30,817.02

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 hereinabove 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.

TIME FOR COMPLETION OF ALL WORK UNDER THE CONTRACT WILL BE EXTENDED BY 5 DAYS IN ORDER TO COMPLETE THE WORK.

Recommended by:

D Mac Miller 1-12-2017
Construction Manager (Date)

Approved by:

[Signature] 1-6-17
Contractor-Company Officer (Date)

[Signature] 3/2/17
Storm Water Compliance Officer (Date)

Funds are available for this purpose:

[Signature] 3-22-2017
Director of Public Works (Date)

CITY OF LONG BEACH
CBI GRANT PROJECT LFDs & VSS's AT 9th PLACE & BLUFF PARK
 PROJECT No. PW7060-32

March 14, 2017

TYPE	
A	- Added Scope
C	- Change in Scope
RD	- Rain Day
TBD	- To Be Determined

STATUS:	
C.O. Request Approved -	A
C.O. Request Denied/ Deleted -	D
C.O. Request in Process -	I
Under Review	U

LOG OF CHANGE ORDER REQUESTS

PCO No.	TYPE	REF	ORIGIN	DATE	DESCRIPTION	Estimated Cost	Approved Cost	Bid Item #	Days #	REMARKS	STATUS
1				09/21/16	Diversion of irrigation line in Bluff Park to facilitate the construction of the LFD system	\$20,243.79	\$20,243.79			CCO # 1	A
2				09/20/16	Removal of section of redundant VCP line on 9th Place						
2a				10/20/16	Remove rock from backfill around LFD and Junction Structure at Bluff Park	\$4,027.67	\$4,027.67			CCO # 1	A
3				10/05/16	Connection of 2" force main from 9th Place to existing sanitary sewer line on Ocean Blvd. New Manhole eliminated from scope					No additional cost	
4				09/29/16	GBC has uncovered an unidentified structure on the 30" storm drain line, toward the south end of the diversion structure excavation. This may interfere with the downstream junction of the new facility.	\$				Concrete surround to 30" SD line, connection for outflow created south of this collar, should be no additional cost	
5				11/08/16	Additional SF of ped ramp R & R	\$ 17,262.00				an additional 822 SF	
6				11/09/16	Unidentified Conduit encountered during excavation for VSS & WW at 9th Place					Found to be an abandoned conduit - no additional cost	
7				10/31/16	Quantity of Potholes					No additional cost	
8				11/04/16	Electrical connection at N/E corner of Redondo Ave. / Ocean Blvd. intersection - new meter	\$1,800.00				Estimate	
9				11/10/16	Meter at Redondo						
10				01/27/16	AC Paving on 9th Place						

PCO No.	TYPE	REF	ORIGIN	DATE	DESCRIPTION	Estimated Cost	Approved Cost	Bid Item #	Days #	REMARKS	STATUS
11				12/22/16	Decorative screens on site fence at Bluff Park	\$6,545.56	\$6,545.56			CCO # 1	A
12				01/27/17	Additional thickness for sidewalks in Bluff Park	\$11,260.00					
13				02/08/17	Bid items quantity changes						
14				02/17/17	Sod in lieu of seeding at Bluff Park additional cost	\$10,120.00					
15				02/22/17	Bollards around the control panel at 9th Place	\$3,915.00					
16				02/24/17	Sod in turf Block	\$4,000.00					
17				02/24/17	Intrusion Detection Switches	\$1,100.00				Estimate	
18				03/06/17	Traffic Rated Boxes	\$500.00				Estimate	
					Total	\$80,774.02	\$30,817.02				
							\$0.00				

Contingency \$	214,863.00
Less Total Estimated PCO's to date	(\$80,774.02)
Amount of Contingency Remaining \$	134,088.98

INVOICE APPROVED
FOR PAYMENT

[Signature]
Signature only 3-16-2017



CERTIFICATE OF LIABILITY INSURANCE

APR 03 2017

DATE (MM/DD/YYYY)
1/3/2017

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 1800 E. Lambert Rd., Ste 225 Brea, CA 92821 www.snains.com	CONTACT NAME:	Gloria Gabriel	
	PHONE (A/C, No, Ext):	714-257-9644	FAX (A/C, No): 714-257-9833
INSURED G.B. Cooke Inc. 660 South State College Boulevard Fullerton CA 92831	E-MAIL ADDRESS:	ggabriel@snains.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Travelers Property & Casualty	
	INSURER B:		
	INSURER C:	St. Paul Fire & Marine Insurance Company	
	INSURER D: INSURER E: INSURER F:		

COVERAGES CERTIFICATE NUMBER: 33609772 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.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/ 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	4T22-CO-0693C093-TCT-16	9/1/2016	9/1/2017	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		ZUP-71M12640-16-NF	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	4TJ-UB-0693C093-17	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

Reviewed by: *Carla DeLoe*

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 attached.

Contractor APPROVED AS TO SUFFICIENCY
Randolph
 RISK MANAGER

Risk Management Consultant 4-3-2017
PW
V. Sellers

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>Viola Sellers</i> PW 4th flr.

Ted Adamson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

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:
 - c) 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.

APPROVED AS TO SUFFICIENCY
Randall Lee
RISK MANAGER
CITY OF LONG BEACH
DATE: 04-23-17