

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

**CONTRACT CHANGE ORDER AUTHORIZATION NO. 27
DATED 5/24/2013**

**FILED WITH CONTRACT # 23336
(COVANTA ENERGY CORPORATION)**

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

Change Order No. 27
Contract No. 23336
Project: SERRF

Date: March 25, 2013
Contractor: Covanta Energy Corporation

Program No.: GOELAD
Prior Change Orders: See Attachment 1.

This Change Order:
Capital Improvement - \$58,436

Elevator Refurbish Fire Protection Work

BACKGROUND

This Contract Change Order is issued in accordance with provisions set forth in the subject Contract with reference to the following facts:

1. Section 4.2 of the Contract to operate provides for reimbursement for all costs of any capital improvements approved by change order.
2. The Elevator at SERRF has been out of operation for a period of time requiring major upgrades including controls, structure, and fire protection to meet new general fire and building codes.
3. This Change Order provides that the City shall reimburse the Operator for the expenses of additional upgrades to the Fire protection system that is required by newer building and fire codes. The estimate for the additional upgrades is \$50,000 and was quoted by the Cintas Corporation.
4. In general the Elevator upgrade project will improve elevator efficiency and assist in the City's requirement to provide local and regional law enforcement agencies with secure destruction services.

SCOPE OF THE CHANGE ORDER

The change order covers the design, development of scopes of work, pricing, and partial implementation for the following items:

1. Fire Protection upgrades required due to new fire protection codes on Elevator refurbishing:

Contracted specialists under the supervision of Covanta Energy will perform the work. As well as manage the project tasks and assure the work is done timely and correct.

SCHEDULE

It is estimated that the above-mentioned work will be completed within 60 days of the change order approval.

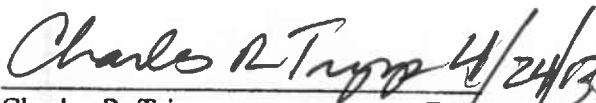

CAPITAL IMPROVEMENT COST

The cost for the above-mentioned scope has been estimated as follows:

• Work Scope / Bid	\$ 48,295
• Covanta Project Support (10% of approved costs), not to exceed:	\$ 4,829
Subtotal:	\$ 53,124
• Contingency (10.0% of Subtotal)	\$ 5,312
Total:	<u>\$ 58,436</u>


NO OTHER CHANGES

- 1. Except as specifically enumerated above, all other terms and provisions of the subject contract shall remain unchanged. The execution and delivery of this Change Order by the Contractor and the City shall not in any manner prejudice the rights which the Owner, the City or the Contractor may have to pursue any other claims which such party may have against the other, other than those claims which are the subject of the Change Order.

 Charles R. Tripp _____ Date _____ Paul Stauder _____ Date _____

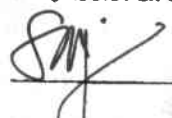
 Electric Generation Manager Vice President Business



 Christopher J. Garner _____ Date 5.1.13

 Director Long Beach Gas & Oil Department

Assistant City Manager



 City Manager _____ Date 5.16.13

 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Approved as to form this _____ day of _____, 2013

City Attorney

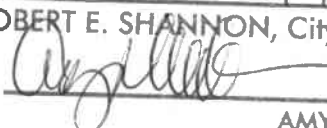
By _____
Deputy

- Distribution:**
- Original - City Clerk
 - City Auditor
 - City Attorney
 - Manager, Electric Generation Bureau
 - Financial Management, Accounting
 - Financial Management, Payments
 - General Manager, SERRF Authority
 - Plant Manager, Covanta Long Beach
 - Business manager Covanta Long Beach

APPROVED AS TO FORM

 _____ 4-17, 2013

 ROBERT E. SHANNON, City Attorney

 By 

 AMY R. WEBBER

 DEPUTY CITY ATTORNEY

ATTACHMENT 1**Prior Change Orders:**

1) Capital Improvement	\$500,000	Flyash Treatment Transfer Conveyor & Cement Transfer Screw Conveyor Installation.
2) Capital Improvement	\$ 86,000	Landscaping-Various Areas Dust control
3) Capital Improvement	\$ 29,000	Landscaping-Cooling Tower Area Dust control
4) Capital Improvement	\$409,399	3 rd Pass Boiler Flyash Removal System
5) Pass-thru (spare parts)	\$108,816	Inventory Increase-Spare Motors
6) (a) Capital Improvement	\$179,375	Refuse Driver's Restroom Construction
(b) Base Operating Fee	\$ 43,305	Annual Costs in June 1993 Dollars Maintenance of Refuse driver's Restroom
7) (a) Capital Improvement	\$120,779	MACT Compliance
(b) Operations & Maint.	\$ 35,650	One time costs-Title V & Health Risk Assessment.
(c) Base Operating Fee	\$ 97,548	Additional Operations Costs (in 1993 dollars) Per Year
8) Capital Improvement	\$ 63,200	Underground Diesel Storage Tank Modification
9) Capital Improvement	\$264,833	MSW Drying Gas Burner Installation
10) Capital Improvement	\$261,708	Steam Blowing System and Service Platform Installation
11) (a) Capital Improvement	\$442,747	MSW Drying Gas Burners Installation

(b) Spare Parts	\$ 22,458	MSW Spare Parts for Gas Burners
12) Capital Improvement	\$303,480	Installation of NOx Reduction System with Minimal Ammonia Slip
13) Capital Improvement	\$104,500	Build and Maintain a Training Room
14) Capital Improvement	\$425,150	Install Photovoltaic System
15) Capital Improvement	\$ 28,875	Install Crane Deck Restroom
16) Capital Improvement	\$ 108,649	Upgrade COMS
17) Capital Improvement	\$ 190,596	Security Cameras
18) Capital Improvement	\$ 281,630	PV Demo Project Modification
19) Capital Improvement	\$ 255,596	Performance Improvement Work – Group 1 Design
20) Capital Improvement	\$153,891	Performance Improvement Work – Group 1 Implementation
21) Capital Improvement	\$ 556,292	Fueltech Demonstration Test – Urea System
22) Change of Law	\$ 47,225	AB 32 Implementation & Climate Exchange Registry
23) Change of Law	\$ 41,344	New SCAQMD CEMS for SERRF (NO2 Channel and NO2 Calibration)
24) Capital Improvement	\$ 190,250	Training Building Upgrade
25) Capital Improvement Change of Law	\$ 991,507	Reduction of Mercury Emission in Refuse-Burning Power Plant – (Carbon Injection System)
26) Capital Improvement-	\$15,000	Engineering for a potential Ferrous and Non Ferrous Metal recovery System

Engineering



December 10, 2012

Mr. Chris Connolly
Covanta Energy
118 Pier S. Ave.
Long Beach, CA 90802

Reference: Fire Alarm System Upgrade/Installation

Dear Chris,

Thank you for allowing us the opportunity to be of service with the fire alarm system upgrade/installation requirements for the elevator at your facility.

Our site survey has determined the project needs and the following design and scope of work that meets or exceeds the standards set by the N.F.P.A. pamphlet 72, 2001, and the State Fire Marshal requirements:

I. AREA OF PROTECTION

Elevator/Structure located at 118 Pier S Ave. Long Beach, CA

II. SYSTEM DESCRIPTION

1. Provide and install fire alarm system notification system as referenced in the system components in section III.
2. This quotation includes the design, installation and testing of the equipment described within.
3. Engineering of plans, Authority Having Jurisdiction (AHJ) plan check, permits and fees, delivery of approved plans/device map, final test and AHJ final inspection and certification included. (Auto CAD device plans to be created from client supplied plans)
4. The service will be performed by licensed and experienced contractors and/or factory trained technicians.
5. This system has been designed as a fully automatic system requiring no direct intervention by an operator to activate the system.
6. Total system includes fire alarm system wiring and rigid conduit backbone where required.
7. The system will be thoroughly tested with and for the AHJ in complete compliance with local codes and standards as well as our own high standards of craftsmanship and Customer Service.
8. Complete owner/client training will be provided on system operation.

Typical Schedule:

Engineering and Submittals: 7-10 Days
Fire Dept Approval: 1-2 Weeks
Installation: 2-3 Weeks
Startup, test and commission: 1 Week
Typical System Timeframe: 7 Weeks (more or less, dependent upon client needs)

III. SYSTEM COMPONENTS

<u>Type</u>	<u>Qty.</u>	<u>Description</u>
Controls & Detection:	1	Firelite EST QS-1 Fire Alarm Control Panel (FACP) with 24 Hour Battery Standby Power
	7	Weather/Explosion Proof Heat Detectors
	3	EST Addressable Smoke Detectors
	2	EST Addressable Heat Detectors
Switches & Alarms:	7	EST Monitor Modules
	5	EST Relay Modules
Auxiliary Equipment:	1 Lot	Alarm Wiring/Rigid Conduit
	1 Lot	Alarm System Connectors/Installation Materials
Testing & Training:	1 Lot	Functional Test
	1 Lot	Custom Training
Installation:	1 Lot	Mechanical Labor & Materials
	1 Lot	Electrical Labor & Materials
	1 Lot	System Programming

V. PRICING

Complete System Price As Noted Above Including Parts/Materials and Labor: \$48,295.00

Proposal clarifications:

- Customer to provide 110v dedicated circuit for FACP
- System installed per NFPA and the published requirements of the local authority.
- All materials shall be new, UL and/or Fm listed for the fire protection installation.
- 12 months total warranty – parts and labor normal wear and tear.
- Billing: 50% Mobilization, 40% Upon Completion and 10% Upon Final AHJ Approval.
- Customer requested overtime and off hours work are not included.
- Price does not include Cintas alarm system monitoring, separate work order to be issued for monitoring contract.
- Price does not include applicable sales tax.
- Price does not include AHJ imposed changes to system or scope of work.
- Price does not include wire mold or exterior wiring materials.
- Separate work order will be issued if duct smoke detector interconnect for HVAC shutdown is required.
- Separate work order to be issued if additional work including underground cabling, trenching or AHJ changes to the scope of work is required.
- Site mobilization, and general clean up directly related to the repair work.
- Patching, painting, coring or repair of walls, asphalt or cement not included.

With your signed approval, we can begin immediate response to your system installation needs.

Thank you, we value and appreciate your business.

Best Regards,

John J. Clark
Director, Account Service
Cintas Fire Protection
(800) 841-9696 x214
email: clarkj3@cintas.com

PLEASE FAX APPROVAL TO: (714) 364-6230

The undersigned accepts this proposal and all its items and conditions as a binding contract subject to the approval of Cintas Fire Protection.

- 1. Acceptance and Modification.** These Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Purchaser's purchase order or in any acknowledgment, supplement or confirmation of the Contract not executed by Seller. Purchaser agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Purchaser with respect to the services that are the subject matter hereof, and no other terms or conditions not specifically agreed upon by Seller shall be binding upon Seller. Purchaser accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting services from Seller or by any other means manifesting assent to be bound.
- 2. Orders.** Seller shall use its best efforts to deliver services as ordered by Purchaser and to provide services when requested, but as long as Seller acts in good faith and with due diligence, Seller shall not be responsible or liable for any delays.
- 3. Prices, Taxes and Other Fees.** Any sales, use or other similar tax or duties, fines, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on services provided by Seller shall be added to the price to be paid by Purchaser unless a valid sales tax exemption certificate is furnished to Seller.
- 4. Credit.** Any invoice not paid when due shall be subject to a late charge of one-half percent (1/2%) per month or portion thereof or, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. Should Purchaser default in any payments due Seller, Purchaser agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Purchaser has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
- 5. Limited Warranty;** Because of the great number and variety of applications for which Seller's services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Purchaser is cautioned to determine the appropriateness of Seller's services for Purchaser's specific application before ordering. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
- 6. Cintas not an insurer. Indemnification of Cintas by Purchaser.** Purchaser agrees that neither Cintas nor its subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. PURCHASER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF PURCHASER'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Purchaser acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability bodily injury, sickness or death, and losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Purchaser for any losses sustained. PURCHASER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Purchaser against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Purchaser against all such claims including the claims of any third parties.
- 7. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES.** THE LIABILITY OF CINTAS AND ITS SUBCONTRACTORS FOR ANY CLAIM WHICH PURCHASER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR INVITEES MAY HAVE AGAINST CINTAS PURSUANT TO THIS AGREEMENT, IN THE EVENT IT IS DETERMINED THAT CINTAS HAS ANY LIABILITY, SHALL BE LIMITED TO \$1,000.00 AS LIQUIDATED DAMAGES. If Purchaser wishes to increase the limitation of liability, Purchaser may, as of right, enter into a supplemental agreement with Cintas and obtain a higher limit by paying an additional amount consistent with the increase in liability. Seller's service fees are based on the value of the services provided and the limited liability provided under this contract, and not on the value of Purchaser's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Purchaser or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Purchaser or others may incur which could be due to the failure of the system or services to work as intended. As such (l)

Purchaser hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Purchaser, Subcontractors and any other affected third parties; (II) except as provided in this agreement, Purchaser waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Purchaser, any insurer, or other third party may have due to any losses or injuries subscriber or others incur. Purchaser agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.

8. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Purchaser represents that the Contract does not infringe on any other contract to provide similar goods or services that Purchaser is a party to.

9. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.

10. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgment, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the services described herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Purchaser may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Purchaser acknowledges and agrees that the terms and conditions contained herein shall be the exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Purchaser, including any purchase order pertaining to the services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Purchaser and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

11. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

13. Miscellaneous. Purchaser may not assign its rights or delegate its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

COMPANY: _____ DATE: _____

BY: _____ TITLE: _____

Covanta Energy – Fire Alarm System Upgrade/Installation

Additional charges may be required in the event that additional problems are discovered during the repairs. Customer will be advised in advance if any additional charges will be required. This estimate excludes plans and permits if required. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance's. Our workers covered by workers compensation.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.