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ADDENDUM TO DESIGN - BUILD CONTRACT NO. 31687 31687

THIS ADDENDUM ("Addendum") contains modifications and/or additions to Design-Build Contract No. 31687 dated June 28, 2010, in addition to any and all related addenda or amendments (collectively, the "Agreement"), between BELLINGHAM MARINE INDUSTRIES, INC., and CITY OF LONG BEACH. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

IN CONSIDERATION OF THE mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree herein. The following provisions shall apply:

- Article 10.1. Indemnification, this provision shall be revised to include the 1. State of California, its officers, agents and employees as additional insureds to the same extent as City.
- Article 10.2. Insurance, this provision shall be revised to include the State 2. of California, its officers, agents and employees as additional insureds to the same extent as Owner.
- Article 10.3.3. Builder's Risk Property Insurance, this provision is deleted 3. in its entirety and amended to read as follows:

"Any loss covered under Property Insurance shall be payable to the State of California, Department of Boating and Waterways, for deposit in an appropriate trust fund with the State of California. The Proceeds may be paid to the City of Long Beach upon the City's application for the reconstruction of the destroyed facilities."

Article 10.4 Bonds, this provision shall be revised to include the State of 4. California as an additional insured under the performance and labor and materials bonds.

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5. Article 11.5 Nondiscrimination, this provision is deleted in its entirety and amended to read as follows:

subcontractors shall not unlawfully and its "Contractor discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship."

6. Other than the additions set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

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IN WITNESS WHEREOF, this Addendum is hereby duly executed by	ar
authorized representative of each Party hereto as of the date first above written.	

e of each Party he	reto as of the date first above written.
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.	CITY OF LONG BEACH Authorized Rep. (Printed Name): PATRICK H. WEST Signature: Assistant City Manage
	Title: CITY MANAGER Date: 3.7.//
	BELLINGHAM MARINE INDUSTRIES, INC.
	Authorized Rep. (Printed Name): Auto L. Tuber? Signature: Auto Language L. Tuber?
	Title: VICETACS AND GM SW DW. Date: 2/14/11
Approved as to	Kellman 22
• •	ROBERT E. SHANNON, CITY ATTORNEY
	By: Alleman