



Contract Number

20-149-A1

SAP Number

10100572

Project and Facilities Management

Department Contract Representative	Sarah Riley
Telephone Number	(909) 387-5000
Contractor	Roadway Engineering & Contracting, Inc.
Contractor Representative	Eric Alvarez
Telephone Number	(909) 346-0033
Construction Completion Date	May 30, 2023
Original Contract Amount	\$1,243,400.00
Amendment 1 Amount	\$121,787.62
Total Contract Amount	\$1,365,187.62
Cost Center	7700003100
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 01
CONTRACT No. 20-149
Whitney Young – Modular Project**

The following are amendments to Contract No. 20-149 with Roadway Engineering & Contracting, Inc. for the Whitney Young - Modular Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Roadway Engineering & Contracting, Inc ("Contractor"), on March 24, 2020, to perform certain work as described in the Project Bid Documents for construction of the Project;

WHEREAS, following the award of the Agreement and during the course of construction, the Contractor encountered the following unforeseen conditions: incorrect plans and specifications, poor stormwater management, deteriorating sidewalk and fencing, and City and Fire permitting requirements; and

WHEREAS, these conditions and the extent of these conditions were unforeseen and could not have been anticipated at the time of bid or execution of the Agreement and have necessitated the execution of this Amendment.

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. The following changes and their respective costs, which have been claimed by Contractor, have been added to the Agreement:

1. Labor, materials, and equipment to address unforeseen site conditions to revise tie-in for 2" domestic water not identified on plans (March 23, 2021, COR 001).

SUBTRACTS \$3,914.40

2. Labor, materials, and equipment to address unforeseen site conditions to add additional 4" Conduit for Low Voltage not identified on plans (June 15, 2021, COR 002).

ADDS (previously paid) \$48,943.80

3. Labor, materials, and equipment to address unforeseen site conditions for Sewer & Fire Service Connection not identified on plans (February 22, 2022, COR 003).

ADDS \$23,765.70

4. Labor, materials, and equipment to address unforeseen site conditions related to the relocation of four (4) charging stations. Scope includes necessary adjustments due to lack of energization not identified in the construction plans (March 3, 2022, COR 004).

ADDS \$10,614.52

5. Labor, materials, and equipment to address unforeseen site conditions to add 2 Post Indicator Valves for Fire Inspection Requirements not identified on plans (April 5, 2022, COR 005).

ADDS \$5,809.00

6. Labor, materials, and equipment to address unforeseen site conditions to provide pathway and connect Post Indicator Valves to Fire Alarm as required for City and Fire permitting (April 5, 2022, COR 006).

ADDS \$12,144.00

7. Labor, materials, and equipment to address unforeseen site conditions to add conduit run from Southern Portable to Wood Pole for Future Pole Light not identified on the plans (April 5, 2022, COR 007).

ADDS \$1,072.00

8. Labor, materials, and equipment to address unforeseen site conditions to remove and replace deteriorating sidewalk and cross gutter on Maple Street not identified on the plans (April 5, 2022, COR 008).

ADDS \$16,246.00

9. Labor, materials, and equipment to address poor storm water management discovered after the start of construction, to add decomposed granite at parking lot island (April 5, 2022, COR 009).

ADDS \$1,230.00

10. Labor, materials, and equipment to address deteriorating fencing and tubing, not included in the original contract documents, with installation of new 6ft chain link and playground tube steel fencing (April 5, 2022, COR 010).

ADDS \$1,400.00

11. Labor, materials, and equipment to address unforeseen site conditions to construct the enclosures added by the fire department at each of the two fire sprinkler risers not identified on the plans and as required for Fire and City permitting (April 5, 2022, COR 011).

ADDS \$1,810.00

12. Labor, materials, and equipment to address unforeseen site conditions to install a ¾" waterline and hose bib west of the new playground not identified on the plans and as required for City and Fire permitting (April 5, 2022, COR 012).

ADDS \$2,667.00

NET ADDITION THIS AMENDMENT \$121,787.62

Section 2. The new Contract Sum is \$1,365,187.62

Section 3. The Agreement completion date is amended to May 30, 2023

Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Amendment, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Agreement. The Contract Time is the agreed upon period of time allotted to Contractor to achieve completion of the entire scope of work, without the imposition of liquidated damages. Extensions of the Contract Time are permitted by section 3.1 of the Contract, subject to written approval of the County. At all times the Contract as a whole remains in full force and effect until all issues relating to the Contract have been resolved. The signing of the Amendment shall indicate that the Amendment constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Amendment constitutes the total equitable adjustment owed the Contractor as a result of the change.

Section 5. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

[Signatures on next page.]

//

//

//

//

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

ROADWAY ENGINEERING & CONTRACTING,
INC

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Eric Alvarez

Name _____
(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Daniel Pasek, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Sarah Riley, Chief of Project Management

Date _____

Reviewed/Approved by Department

►

Don Day, Director, PFMD

Date _____