



**Contract Number**

20-501 A-2

**SAP Number**

**Public Works**

<b>Department Contract Representative</b>	Jeremy Johnson, P.E., Engineering Manager - Transportation Planning Division
<b>Telephone Number</b>	(909) 387-8165
<b>Contractor</b>	City of Montclair (CITY)
<b>Contractor Representative</b>	Monica Heredia, P.E., City Engineer
<b>Telephone Number</b>	(909) 625-9405
<b>Contract Term</b>	6/23/2020 – 6/30/2026
<b>Original Contract Amount</b>	\$250,000
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$250,000
<b>Cost Center</b>	6650002000 34H14974
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2**

**Recitals**

WHEREAS, on June 23, 2020, San Bernardino County (COUNTY) and the City of Montclair (CITY) (COUNTY and CITY are also each referred to herein as “Party” and collectively referred to herein as “Parties”) entered into County Contract No. 20-501 (herein after referred to as “the Agreement”) wherein the Parties agreed to cooperate and jointly participate in pavement rehabilitation and an Americans with Disabilities Act (ADA) curb ramp and other related improvements project on Pipe Line Avenue and Chino Avenue in the Montclair area (PROJECT); and

WHEREAS, on November 14, 2023, the Parties agreed to amend the Agreement to extend the term of the Agreement through June 30, 2025;

WHEREAS, the Parties desire to again amend County Contract No. 20-501 to increase the total PROJECT cost, increasing the County’s share with no change to the City’s share;

WHEREAS both Parties recognize that the PROJECT construction is complete but additional time is needed to reconcile costs after PROJECT completion;

WHEREAS, extending the Agreement term by 12 months allows the COUNTY sufficient time to submit a final invoice to the CITY for PROJECT related costs, and close out the PROJECT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree to amend County Contract No. 20-501 again, as follows:

1. DELETE the fifth WHEREAS and REPLACE it with a revised fifth WHEREAS recital, which shall read as follows:

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Community Development Block Grant funds, and American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund program funds; and CITY's share of PROJECT costs will be financed through its local funds; and

2. DELETE the sixth WHEREAS recital and REPLACE it with a revised sixth WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost is estimated to be \$7,800,000; and

3. DELETE the seventh WHEREAS recital and REPLACE it with a revised seventh WHEREAS recital, which shall read as follows:

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$7,550,000 and the CITY's share of PROJECT cost is estimated to be \$250,000, as more particularly set forth in revised Exhibit "B", which is attached hereto and incorporated herein by this reference; and

4. DELETE the existing paragraph 1.12 and REPLACE it with a revised paragraph 1.12, which shall read as follows:

1.12 Based on the COUNTY percentage calculated pursuant to paragraph 1.11, pay its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, survey, right-of-way engineering, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$7,550,000 and shall not exceed \$9,437,500 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to paragraph 3.17.

5. DELETE the existing paragraph 3.7 and REPLACE it with a revised paragraph 3.7, which shall read as follows:

3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by an increase in engineering cost, higher bid prices, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below)) over the estimated total of the PROJECT's cost of \$7,800,000 (which is the sum of \$7,550,000 from COUNTY and \$250,000 from CITY) shall be borne by each Party based upon where the work is required (i.e. whether the work is required in the COUNTY's or CITY's jurisdiction) up to the amounts set forth in Section 1.12 and 2.4, respectively.

6. DELETE the existing paragraph 3.24 and replace it with a revised paragraph 3.24, which shall read as follows:

3.24 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.16 or June 30, 2026 (whichever occurs first).

7. DELETE the existing Exhibit "B" and REPLACE it with a revised Exhibit "B", attached to this Amendment and incorporated into County Contract No. 20-501 by this reference.
8. Except as amended by this Amendment No. 2, all other terms and conditions of County Contract No. 20-501 shall remain unchanged.
9. The recitals of this Amendment No. 2 are incorporated into County Contract No. 20-501 by reference.
10. This Amendment No. 2 may be executed by the Parties in counterpart, all or which together shall constitute a single agreement.
11. This Amendment No. 2 to County Contract No. 20-501, is effective on the date it is approved and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 by their authorized signatories below.

SIGNATURES ON THE FOLLOWING 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  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

CITY OF MONTCLAIR

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Javier John Dutrey  
(Print or type name of person signing contract)

Title Mayor  
(Print or Type)

Dated: \_\_\_\_\_

Address 5111 Benito Street  
Montclair, CA 91763

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Aaron Gest, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Andy Silao, P.E.

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Noel Castillo, Director

Date \_\_\_\_\_

**REVISED EXHIBIT B**

**ESTIMATE OF PROJECT COSTS  
FOR SAN BERNARDINO COUNTY/CITY OF MONTCLAIR  
PAVEMENT REHABILITATION AND ADA RAMP PROJECT  
IN THE MONTCLAIR AREA**

**Pipe Line Avenue from Chino Avenue north to Mission Boulevard  
Chino Avenue from SH 71 east to 0.13 miles east of Pipe Line Avenue**

DESCRIPTION	AMOUNT	SAN BERNARDINO COUNTY SHARE	CITY OF MONTCLAIR SHARE
Construction	\$6,180,000	\$5,980,000	\$200,000
All Other Costs such as design, survey, CEQA compliance, construction, construction engineering, inspection and County overhead	\$1,620,000	\$1,570,000	\$50,000
<b>TOTAL</b>	<b>\$7,800,000</b>	<b>\$7,550,000</b>	<b>\$250,000</b>