



Contract Number

16-258 A-6

SAP Number

Big Bear Valley Recreation and Park District

Department Contract Representative	Steven Raughley
Telephone Number	(909) 386-8811
Contractor	M.S. Construction Management Group
Contractor Representative	Mike Saghafi
Telephone Number	(949) 278-5589
Contract Term	
Original Contract Amount	\$8,544,000.00
Prior Authorized Amendments	\$1,316,772.27
Prior Authorized Change Orders	\$685,806.63
Total Prior to this Amendment	\$10,546,578.90
Total Amendment Amount	\$89,130.10
Total Contract Amount	\$10,635,709.00
Cost Center	30.30.0002

IT IS HEREBY AGREED AS FOLLOWS:

CONSTRUCTION AGREEMENT

AMENDMENT NO. 6 CONTRACT NO. 16-258

WHEREAS, the Big Bear Valley Recreation and Park District ("District") and M.S. Construction Management Group ("Contractor") entered into Contract No. 16-258 ("Contract") on May 24, 2016, whereby Contractor agreed to perform the construction services for the Big Bear Alpine Zoo Project ("Project"); and

WHEREAS, on September 27, 2016, the District and Contractor executed Administrative Change Order C-1 to add \$48,589.63 to the Contract Sum and 7 days to the Contract Time to address the over-excavation of 4' of unsuitable soils under Buildings 10, 20, 60, and 65 and the import and placement of 3" minus crushed rock at 12"-24" depths for proper stabilization; and

WHEREAS, on January 23, 2018, the District and Contractor executed Amendment No. 1 to add \$150,000 to the Contract Sum and 90 days to the Contract Time to accommodate the inclusion of a Grizzly Stream feature; and

WHEREAS, on November 19, 2018, the District and Contractor executed Administrative Change Order C-2 to accommodate additional work required due to design flaws, and District-requested changes in work; and

WHEREAS, the Administrative Change Order C-2 added \$106,103.59 to the Contract Sum but added no days to the Contract Time; and

WHEREAS, on October 8, 2019, the District and Contractor executed Amendment No. 2 and Change Order C-3 to add \$661,603.73 to accommodate additional work required due to unforeseen site conditions, plan omissions, building and animal code requirements and plan conflicts and added 264 calendar days to the contract time; and

WHEREAS, on December 17, 2019, the District and Contractor executed Amendment No. 3, Change Order C-4 and CCD-Change Order C-5 to add \$474,841.57 to accommodate additional work required due to unforeseen site conditions, plan omissions, building and animal code requirements and plan conflicts and added 176 calendar days to the contract time; and

WHEREAS, on March 24, 2020, the District and Contractor executed Amendment No. 4 and Change Order C-6 to add \$374,937.24 to accommodate additional work required due to unforeseen site conditions, plan omissions, building and animal code requirements and plan conflicts; and

WHEREAS, on April 21, 2020, the District and Contractor executed Amendment No. 5 to accommodate additional work required due to unforeseen site conditions, plan omissions, building and animal code requirements and plan conflicts as well as encompass any and all previous changes to the project prior to the date of the amendment and extend the final completion date to August 26, 2020; and

WHEREAS, on July 13, 2020, the District and Contractor executed Administrative Change Order C-7 to add \$44,789.99 to accommodate additional work required due to unforeseen site conditions, plan omissions, building and animal code requirements and plan conflicts; and

WHEREAS, since the execution of Administrative Change Order C-7, the Project has encountered building and animal code requirements, constructability issues, plan omissions, and plan conflicts thereby adding cost to the Project; 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 these conditions have necessitated the execution of this Amendment; and

NOW, THEREFORE, the Contract is hereby amended as follows:

1. Delete Section 4.1.1, Total Compensation, and replace with the following:

4.1.1 Total Compensation. District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor’s complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

Original Contract Amount	\$8,544,000.00
Administrative Change Order C-1 dated September 27, 2016.....	\$48,589.63
Amendment No. 1 dated January 23, 2018.....	\$150,000.00

Administrative Change Order C-2 dated November 9, 2018.....	\$106,103.59
Amendment No. 2, Change Order C-3 dated October 8, 2019	\$661,603.73
Amendment No. 3, Change Order C-4 and C-5 dated December 17, 2019	\$474,841.57
Amendment No. 4, Change Order C-6 dated March 24, 2020	\$374,937.24
Amendment No. 5 dated April 21, 2020	\$141,713.15
Administrative Change Order C-7 dated July 13, 2020	\$44,789.99
Amendment No. 6 dated August 25, 2020, as follows:	

1. Labor, equipment and materials for installation of concrete seat wall – BBZ P119R <u>ADDS</u>	<u>\$9,090.00</u>
2. Labor, equipment and materials for installation of two bollards – BBZ P121R <u>ADDS</u>	<u>\$1,212.00</u>
3. Labor, equipment and materials for metal framing around Black Bear, Grizzly, and Wolf viewing structures – BBZ P123 <u>ADDS</u>	<u>\$10,737.76</u>
4. Labor, equipment and materials for ADA railing at two exhibit buildings near Building 55 and Building 20 – BBZ P124R <u>ADDS</u>	<u>\$14,585.21</u>
5. Labor, equipment and materials for donor wall stucco and stone revisions/additions – BBZ P126 <u>ADDS</u>	<u>\$8,990.72</u>
6. Labor, equipment and materials for the addition of electrical run for the irrigation controller – BBZ P127 <u>ADDS</u>	<u>\$3,179.13</u>
7. Labor, equipment and materials for overtime costs related to landscaping activities – BBZ P128 <u>ADDS</u>	<u>\$23,701.79</u>
8. Labor, equipment and materials for additional steel framing at the black bear training wall and training wall door – BBZ P129 <u>ADDS</u>	<u>\$8,419.76</u>
9. Labor, equipment and materials for asphalt at black bear animal transfer door in lieu of planting – BBZ P130 <u>ADDS</u>	<u>\$3,180.37</u>
10. Labor, equipment and materials for additional planting and irrigation South of Building 30 (raccoon exhibit) – BBZ P131 <u>ADDS</u>	<u>\$4,283.36</u>
11. Labor, equipment and materials for fiberglass mesh and additional stucco treatment at the donor wall – BBZ P132 <u>ADDS</u>	<u>\$1,750.00</u>

TOTAL CONTRACT SUM \$10,635,709.00

2. The compensation (time and cost) set forth in this Amendment shall constitute 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. Once this Amendment is fully executed, it shall constitute a full mutual accord and satisfaction for the scope of work the subject of this Amendment, and that the time and/or cost under the Amendment constitutes the total equitable adjustment to which the Contractor is entitled as a result of the change.
3. All other terms and conditions of the Contract, as amended by Administrative Change Orders C-1, C-2, Change Order C-3, Change Order C-4, CCD-Change Order C-5, Change Order C-6, Administrative Change Order C-7, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 shall remain unchanged.
4. The Parties agree that this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective authorized officers.



BIG BEAR VALLEY RECREATION AND PARK DISTRICT

▶ _____
Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

M.S. CONSTRUCTION MANAGEMENT GROUP

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

By ▶ _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
Sophie A. Akins, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by District

▶ _____
Luther Snoke, Interim Director

Date _____

BIG BEAR VALLEY RECREATION AND PARK DISTRICT

▶ 
Curt Hagman, Chairman, Board of Supervisors

Dated: AUG 25 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO

By 
Evanna Monelli, SECRETARY
Member of the Board of Supervisors
of the County of San Bernardino
Deputy

M.S. CONSTRUCTION MANAGEMENT GROUP

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

By ▶ 
(Authorized signature - sign in blue ink)

Name Mike Saghafi
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 8/12/20

Address 32565B GoldenLantern #475
Dana Point CA 92629

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Sophie Akins (Aug 13, 2020 11:59 PDT)

Sophie A. Akins, Deputy County Counsel

Date Aug 13, 2020

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by District

▶ 

Luther Snoke, Interim Director

Date 8/13/2020