

**Contract Number**

21-602 A-2

**SAP Number**

30.30.0028

## Board Governed County Service Areas

<b>Department Contract Representative</b>	Jon Aldana
<b>Telephone Number</b>	909-386-8801
<b>Contractor</b>	Spiess Construction Company, Inc.
<b>Contractor Representative</b>	Frank Forthun
<b>Telephone Number</b>	909-229-3600
<b>Original Contract Term</b>	NTP + 300 calendar days
<b>Amendment No. 1 Contract Term</b>	NTP + 630 calendar days
<b>Amendment No. 2 Contract Term</b>	NTP + 1126 calendar days
<b>Original Contract Amount</b>	\$967,500.00
<b>Administrative Change Order 1</b>	\$20,288.39
<b>Amendment No. 1 Amount</b>	\$106,630.73
<b>Administrative Change Order 2</b>	\$27,082.86
<b>Total Contract Amount</b>	\$1,121,501.97
<b>Amendment No. 2 Amount</b>	\$71,936.91
<b>New Contract Amount</b>	\$1,193,438.88
<b>Cost Center</b>	30.30.0028

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2  
CONTRACT NO. 21-602**

**WHEREAS**, on August 10, 2021, the San Bernardino County Board of Supervisors (Board) approved Contract No. 602 (Contract) between County Service Area 70 – Glen Helen (District) and Spiess Construction Company, Inc. (Contractor), to perform the construction services for the CSA 70 – Screw Press Sludge Dewatering Project (Project); and

**WHEREAS**, on January 24, 2023, the Board approved Amendment No.1 increasing the contract amount to \$106,630.73 and extending the contract term to 630 calendar days, for the Contractor to continue with the construction of the Project; and

**WHEREAS**, since the execution of Amendment No. 1 to Contract 21-602, the Project has encountered certain 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

**WHEREAS**, Contractor has reviewed the proposed additional construction services and work requested by District to be performed and Contractor agrees to perform the additional construction services and work for the additional compensation and time as set forth below;

**NOW, THEREFORE**, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree the Contract is hereby amended as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. DELETE Contract Section 4.1.1 "Total Compensation" and REPLACE it with a new Section 4.1.1, which shall now read as follows:

**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:

**BASE ITEMIZED BID (Items 1-7).....\$ 967,500**

**Administrative Change Order No. 01 signed August 30, 2022, as follows:**

1. RAS Piping Improvement at Existing Distribution Box 1 LS \$ 20,288.39

New Amount of Contract Including this Change Order: \$ 987,788.38

190 Additional days/time extension is granted by this change order. The revised contract time is 490 calendar days.

**Amendment No. 1 dated January 24, 2023, as follows:**

1. Upsizing of 6-inch WAS piping to 8-inch WAS piping C.O. #003:  
ADDS \$ 5,948.01

2. Replacement of existing 8-inch SDR pipe with 8-inch DIP C.O. #004:  
ADDS \$ 22,952.49

3. Electrical Conduit and Trenching Work C.O. #005.1:  
ADDS \$ 41,630.23

4. Additive Alternative Item No. 10 C.O. #006:  
ADDS \$ 36,100.00

New Amount of Contract Including this Amendment: \$ **1,094,419.11**

140 Additional days/time extension is granted by this amendment. The revised contract time is 630 calendar days.

**Administrative Change Order No. 02 signed March 14, 2023 as follows:**

1. Additional work on the FRP Enclosure Piping COR #7 LS \$ 3,361.47  
2. Additional draining work on the Screw Press Slab COR #9 LS \$ 23,721.39

New Amount of Contract Including this Change Order: \$ **1,121,501.97**

0 Additional days/time extension is granted by this change order. The revised contract time is 630 calendar days.

**Amendment No. 2 as follows:**

1.	Install 1.5-inch Lateral – Potable water feed line for Polymer System (COR No. 11.1)	
	<u>ADDS</u>	<u>\$18,016.14</u>
2.	Eliminate 1.5-inch Lateral – Potable water feed line for Polymer System (COR No. 12)	
	<u>DEDUCT</u>	<u>(\$2,033.39)</u>
3.	Cost of Bypass Pipe (COR No. 13)	
	<u>ADDS</u>	<u>\$2,265.93</u>
4.	Replace Wires to RAS WAS MOV (COR No. 14)	
	<u>ADDS</u>	<u>\$7,247.53</u>
5.	Redo Power to Screw Press (COR No. 15)	
	<u>ADDS</u>	<u>\$12,687.38</u>
6.	Additional conduit and wire for interconnecting Screw Press with ancillary components (COR No. 16)	
	<u>ADDS</u>	<u>\$20,664.50</u>
7.	Winch Mount (COR No. 17)	
	<u>ADDS</u>	<u>\$6,581.25</u>
8.	Winch Control Enclosure (COR No. 18)	
	<u>ADDS</u>	<u>\$6,507.57</u>

New Amount of Contract Including this Amendment: **\$ 1,193,438.88**

496 Additional days/time extension is granted by this change order. The revised contract time is 1126 calendar days.

**TOTAL AMENDED CONTRACT SUM \$ 1,193,438.88**

3. 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. Contractor agrees the time extension granted in this Amendment, if any, constitutes complete compensation for all claims of delay through the date of this Amendment, whether listed above or not, and Contractor hereby waives and releases all claims for additional compensation and time extensions arising out of the above listed items and any other claims of delay, disruption or other impacts, known or unknown, including extended field or home office overhead, ripple effect or cumulative impact on all other work within the Scope of the Contract, arising through the date of this Amendment. The signing of the Amendment shall indicate that this 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 to which the Contractor is entitled as a result of the change.
4. All other terms and conditions of the amended Contract shall remain unchanged.

5. This Amendment 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 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.

This Amendment No. 2 to the Contract shall take effect on the date it is signed and approved by authorized officers of both the District and the Contractor.

**IN WITNESS WHEREOF**, the District and Contractor have caused this Amendment to be executed by their respective authorized officers.

**COUNTY SERVICE AREA 70 GLEN HELEN**

►  
\_\_\_\_\_  
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 of the San  
Bernardino County

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

**SPIESS CONSTRUCTION COMPANY INC.**

\_\_\_\_\_  
*(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

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

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Noel Mondragon, Division Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
David Doublet, Assistant Director

Date \_\_\_\_\_