



**Contract Number**

16-258 A-3

**SAP Number**

## Big Bear Valley Recreation and Park District

|                                           |                 |
|-------------------------------------------|-----------------|
| <b>Department Contract Representative</b> | Steven Raughley |
| <b>Telephone Number</b>                   | (909) 386-8811  |

|                                       |                                    |
|---------------------------------------|------------------------------------|
| <b>Contractor</b>                     | M.S. Construction Management Group |
| <b>Contractor Representative</b>      | Mike Saghafi                       |
| <b>Telephone Number</b>               | (949) 278-5589                     |
| <b>Contract Term</b>                  |                                    |
| <b>Original Contract Amount</b>       | \$8,544,000.00                     |
| <b>Prior Authorized Amendment</b>     | \$754,824.26                       |
| <b>Prior Authorized Change Orders</b> | \$211,472.69                       |
| <b>Total Prior to this Amendment</b>  | \$9,510,296.95                     |
| <b>Total Amendment Amount</b>         | \$97,500.26                        |
| <b>Total Contract Amount</b>          | \$9,607,797.21                     |
| <b>Cost Center</b>                    | 30.30.0002                         |

IT IS HEREBY AGREED AS FOLLOWS:

### CONSTRUCTION AGREEMENT

#### AMENDMENT NO. 3 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 9, 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**, since the execution of Amendment No. 2 and Change Order C-3, the Project has encountered unusual weather, thereby adding cost to the Project; and

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

**1. Delete Section 3.1, CONTRACT TIME, and replace with the following:**

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the District. If District's issuance of a Notice to Proceed is delayed due to Contractor's failure to provide insurance documents or bonds within ten (10) calendar days after the date of award of the Contract by the Board of Directors or Chief Executive Officer, one (1) calendar day will be deducted from the number of days to achieve Final Completion of the Work for every day of delay in District's receipt of such documents. This right is in addition to and does not affect District's right to demand forfeiture of Contractor's Bid Security, or any other rights or remedies available to District if Contractor persistently delays in providing the required documentation. Contractor agrees to promptly commence the Work after the Notice to Proceed is issued by the District and to achieve Final Completion of the entire Work by December 21, 2019. ("Contract Time"). The Contract Time includes the provision of up to 60 weather delay days as needed. The Contract Time may be extended only by the written authorization of the District.

**2. 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:

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| <b>Original Contract Amount</b> .....                            | \$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 and Change Order C-3 dated October 8, 2019 ..... | \$661,603.73   |
| Amendment No. 3 dated December 17, 2019, as follows:             |                |

1. General conditions costs associated with contract time extension for weather related delay – BBZ P060R1 and BBZP061R1

**TOTAL CONTRACT SUM \$9,607,797.21**

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. 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.
  
4. All other terms and conditions of the Contract, as amended by Administrative Change Orders C-1, C-2, Change Order C-3, Amendment No. 1 and Amendment No. 2, shall remain unchanged.

**BIG BEAR VALLEY RECREATION AND PARK DISTRICT**

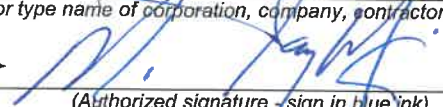
►   
Curt Hagman, Chairman, Board of Supervisors

Dated: DEC 17 2019  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By  Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

**M.S. CONSTRUCTION MANAGEMENT GROUP**

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

By ►   
(Authorized signature - sign in blue ink)

Name MIKE SARMA  
(Print or type name of person signing contract)

Title PRESIDENT  
(Print or Type)

Dated: 12/6/19

Address 32565 B Golden Linstead #475  
DANA POINT, CA 92629

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
Sophie A. Akins, Deputy County Counsel  
Date 12-9-19

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by District  
►   
Luther Snook, Interim Director  
Date 12/6/19