

**Contract Number**

**A-1 22-503**

**SAP Number**

**4400020180**

## **BLOOMINGTON RECREATION AND PARK DISTRICT**

<b>Department Contract Representative</b>	<u>Charles Brammer</u>
<b>Telephone Number</b>	<u>(909) 361-0475</u>
<b>Contractor</b>	<u>AD Improvements Inc.</u>
<b>Contractor Representative</b>	<u>Robert Acosta</u>
<b>Telephone Number</b>	<u>(562)381-3651</u>
<b>Contract Term</b>	<u>60 Days</u>
<b>Original Contract Amount</b>	<u>\$177,300.00</u>
<b>Amendment Amount</b>	<u>\$41,842.60</u>
<b>Total Contract Amount</b>	<u>\$219,142.60</u>
<b>Cost Center</b>	<u>6250002584</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

### **CONSTRUCTION AGREEMENT**

#### **AMENDMENT NO. 1 CONTRACT NO. 22-503**

#### **RECITALS**

**WHEREAS**, the Bloomington Recreation and Park District ("District") and AD Improvements, Inc. ("Contractor") entered Contract No. 22-503 ("Construction Agreement") on June 14, 2022, whereby Contractor agreed to perform the construction services for the Old Ayala Park Demolition Project ("Project"); and

**WHEREAS**, since the execution of the Construction Agreement, the Contractor has encountered and discovered additional fire and burn damage to one Project structure, requiring additional asbestos work plans and abatement, as well as the presence of additional unforeseen and hidden utility lines, irrigation lines, conduit, and other piping, which were concealed and therefore not foreseeable at the time of bid and thereby adding additional costs to the Project; and

**WHEREAS**, the additional asbestos work plans, asbestos abatement, utility lines, irrigation lines, conduit and other piping, and extent of these unforeseen conditions could not have been anticipated at the time of bid or execution of the Agreement; and

**WHEREAS**, the performance of extra services and work is required to facilitate the proper completion of the whole Project and demolition work initially contemplated and these conditions have necessitated the execution of this Amendment No. 1 to the Construction Agreement; and

**WHEREAS**, Contractor has reviewed the proposed additional construction services and work, including asbestos work plans, asbestos abatement, and removal of utility lines, irrigation lines, conduit and other piping, and Contractors agrees to perform the additional construction services and work as set forth below; and

**NOW, THEREFORE**, the Construction Agreement is hereby amended as follows:

**1. DELETE Section 4.1.1, Total Compensation, in its entirety 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.....\$177,300.00**

Amendment No. 1 dated September 13, 2022, as follows:

1. Time, labor, equipment and materials for additional work including:
  - a. Additional Asbestos Abatement Survey and Work Plan.
  - b. Additional Asbestos Abatement and Removal of Fire Damaged Structure.
  - c. Removal of utility lines, irrigation lines, conduit, and other piping.

**ADDS \$41,842.60**

**TOTAL CONTRACT SUM \$219,142.60**

2. Zero (0) additional days / time extension is granted by this Amendment.
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 work described in the above recitals 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 the Amendment. The signing of this 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.
4. The recitals set forth above are true and correct and incorporated herein by this reference.
5. All other terms and conditions of the Construction Agreement shall remain unchanged.

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 mail 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.

**BLOOMINGTON RECREATION AND PARK  
DISTRICT**

►

\_\_\_\_\_  
Curt Hagman, Chairman, Board of Directors

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

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

Lynna Monell, Secretary

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

**AD Improvements, 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

►

\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Trevor Leja, Assistant Director

Date \_\_\_\_\_