



Contract Number

16-258 A-2

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 Amendment \$150,000.00
Prior Authorized Change Orders \$154,693.22
Total Prior to this Amendment \$8,848,693.22
Total Amendment Amount \$604,824.26
Total Contract Amount \$9,453,517.48
Cost Center 30.30.0002

IT IS HEREBY AGREED AS FOLLOWS:

CONSTRUCTION AGREEMENT

**AMENDMENT NO. 2
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, since the execution of Administrative Change Order C-2, the Project has encountered site conditions, building and animal code requirements, unusual weather, and constructability issues, resulting in additional structural, framing, drainage, and animal caging modifications, thereby adding cost to the Project; and

WHEREAS, for example, the Project site has continued to experience shallow groundwater with previously unknown subterranean spring activity, necessitating additional onsite storm water considerations to include additional storm drain piping and catch basins that were not included in the original plans; 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, due to a miscalculation, Amendment No. 1 inadvertently omitted 264 calendar days from the Contract Time, which this Amendment will also correct; 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 June 25, 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:

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 dated October 8, 2019, as follows:

1. Labor, equipment and materials for wood frame wall for plumbing concealment in Janitor Closet Building 80 - BBZ P024R
ADDS \$3,348.61
2. Labor, equipment and materials for framing and platform for relocated FAU in attic @ Building 80 - BBZ P027
ADDS \$2,282.28
3. Labor, equipment and materials to install 6" HDPE storm drain pipe, 80 LF from Building 60 to sediment basin - BBZ P028
ADDS \$21,893.65
4. Labor, equipment and materials to cut opening in wall for keeper door - BBZ P032R
ADDS \$24,107.37
5. Labor, equipment and materials to add underground storm drain through Wolves Exhibit - Building 60 - BBZ P037
ADDS \$15,419.06
6. Labor, equipment and materials for exit device hardware at door #101A – Building 10 - BBZ P038
ADDS \$1,323.01
7. Labor, equipment and materials for additional storm drain line and drain boxes from Building 20 to Bio Retention Basin - BBZ P040
ADDS \$15,816.45
8. Labor, equipment and materials for additional storm drain line and drain boxes at playground area - BBZ P041
ADDS \$19,595.12
9. Labor, equipment and materials for Duraslot drain at south entry to Building 60 - BBZ P042
ADDS \$13,334.18
10. Labor, equipment and materials for Duraslot drain at south entry to Building 10 - BBZ P043
ADDS \$16,884.25
11. Labor, equipment and materials for construction of a new wing wall - Building 10 - BBZ P048
ADDS \$3,168.95
12. Labor, equipment and materials concrete curb per plan revision 2 at black bear pool – North Side - BBZ P049R
ADDS \$11,218.80
13. Labor, equipment and materials for concrete curb per plan revision 2 at black bear pool - South Side - BBZ P051
ADDS \$7,986.76
14. Labor, equipment and materials for interior animal anti-dig barriers - BBZ P052
ADDS \$39,890.39

15.	Labor, equipment and materials for perimeter site anti-dig barriers - BBZ P053 <u>ADDS</u>	<u>\$166,580.08</u>
16.	Labor, equipment and materials for interior animal anti-dig barriers - form work - BBZ P055 <u>ADDS</u>	<u>\$17,000.00</u>
17.	Labor, equipment and materials for ASI 007 – Building 80 Interior Changes - BBZ P057 <u>ADDS</u>	<u>\$34,868.05</u>
18.	Labor, equipment and materials to install pipe covers for animal protection in Buildings 20, 60 & 80 - BBZ P062 <u>ADDS</u>	<u>\$5,074.22</u>
19.	Labor, equipment and materials for ASI 006 - Building 20/30 modifications - BBZ P066R <u>ADDS</u>	<u>\$55,776.43</u>
20.	Labor, equipment and materials for steel casing for grizzly viewing platform pier footings - BBZ P067 <u>ADDS</u>	<u>\$28,255.64</u>
21.	Labor, equipment and materials for RF1116R – Concrete Material Difference – BBZ P072 <u>ADDS</u>	<u>\$2,088.96</u>
22.	General conditions costs associated with contract time extension – BBZ P079 <u>ADDS</u>	<u>\$98,912.00</u>

TOTAL CONTRACT SUM \$9,453,517.48

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 and C-2, and Amendment No. 1, shall remain unchanged.

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 _____