



Contract Number

17-112-A-2

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, M.S., P.E.
Telephone Number	(909) 387-8167
Contractor	City of Chino (CITY)
Contractor Representative	Maria Fraser, P.E., CIP Engineering Manager
Telephone Number	(909) 334-3310
Contract Term	12/01/2020 - 12/31/2020
Original Contract Amount	\$495,000
Amendment Amount	\$427,000
Total Contract Amount	\$922,000
Cost Center	6650002000 34H14857

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, on March 7, 2017, the County of San Bernardino (COUNTY) and the CITY (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") entered into County Contract No. 17-112 (herein after referred to as "the Agreement") wherein the parties agreed to jointly participate in an Americans with Disabilities Act (ADA) curb ramp and other related improvements and pavement rehabilitation project located on Philadelphia Street, between Los Angeles County Line east to Norton Avenue, in the Chino area (PROJECT); and

WHEREAS, on July 11, 2019, the Parties agreed to amend the Agreement to increase the total PROJECT cost as well as the Parties respective share of PROJECT cost;

WHEREAS, on July 11, 2019, the Parties also agreed to amend the Agreement to extend the term of the Agreement through December 31, 2020;

WHEREAS, the Parties desire to amend again County Contract No. 17-112 to increase the total PROJECT cost as well as the Parties respective share of PROJECT cost.

NOW, THEREFORE, the Parties agree to amend County Contract No. 17-112 again, as follows:

1. DELETE the fifth WHEREAS recital and REPLACE it with a revised fifth WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost is estimated to be \$2,076,214; and

2. DELETE the sixth WHEREAS recital and REPLACE it with a revised sixth WHEREAS recital, which shall read as follows:

WHEREAS, COUNTY'S share of PROJECT cost is estimated to be \$1,154,214 and the CITY's share of PROJECT cost is estimated to be \$922,000, as more particularly set forth in revised Exhibit "A", which is attached hereto and incorporated herein by this reference; and

3. DELETE the existing paragraph 1.10 and REPLACE it with a revised paragraph 1.10, which shall read as follows:

1.10 Based on the COUNTY percentage calculated pursuant to paragraph 1.9, bear its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, utility relocation work, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$1,154,214 and shall not exceed \$1,442,767 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to Paragraph 3.16.

4. DELETE the existing paragraph 2.3 and REPLACE it with a revised paragraph 2.3, which shall read as follows:

2.3 Within thirty (30) days after receipt of the invoice from the COUNTY pursuant to Section 1.11 above, pay to the COUNTY its share of the actual PROJECT costs based on the CITY percentage calculated pursuant to paragraph 1.9. The PROJECT costs shall include the cost of PROJECT design, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead costs. CITY's share of PROJECT costs is currently estimated to be \$922,000 and shall not exceed \$922,000 absent a written amendment to this Agreement pursuant to Paragraph 3.16. CITY shall be responsible for its jurisdictional share of any PROJECT cost changes, pursuant to paragraph 1.9 above, within thirty (30) days after receipt of an itemized invoice as set forth in paragraph 1.11 of this Agreement. CITY shall be responsible for its share of actual PROJECT costs, even if the costs exceed this estimate.

5. DELETE the existing paragraph 3.6 and REPLACE it with a revised paragraph 3.6, which shall read as follows:

3.6 The Parties acknowledge that actual PROJECT construction costs may ultimately exceed current estimates of PROJECT construction costs. Any additional PROJECT costs (including, but not limited to, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.7 below)) over the estimated total of the PROJECT's cost of \$2,076,214 (which is the sum of \$1,154,214 from COUNTY and \$922,000 from CITY) shall be borne by each PARTY based upon where the work is required (i.e. whether the work is required in the COUNTY's or CITY's jurisdiction).

6. DELETE the existing Exhibit "A" and REPLACE it with a revised Exhibit "A", attached to this Amendment and incorporated into County Contract No. 17-112 by this reference.

7. All other terms and conditions of County Contract No. 17-112 remain unchanged.

8. The recitals of this Amendment No. 2 are incorporated into County Contract No. 17-112 by reference.

9. This Amendment No.2 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement.
10. This Amendment No. 2 to County Contract No. 17-112, is effective on the date it is approved and signed by both Parties.

SIGNATURES ARE ON THE FOLLOWING PAGE.

COUNTY OF SAN BERNARDINO

► Curt Hagman
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

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

Deputy

CITY OF CHINO

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

By ►

(Authorized signature - sign in blue ink)

Name MATTHEW C. BALLANTYNE

(Print or type name of person signing contract)

Title CITY MANAGER

(Print or Type)

Dated: _____

Address 13220 CENTRAL AVENUE

CHINO, CA 91710

FOR COUNTY USE ONLY

Approved as to Legal Form

► Suzanne Bryant
Suzanne Bryant, County Counsel, Deputy

Date 12-9-19

Reviewed for Contract Compliance

► Mohammad Ali
Mohammad Ali, P.E.

Date 12-9-19

Reviewed/Approved by Department

► Kevin Blakeslee
Kevin Blakeslee, Director - Interim
Brendon Biggs

Date 12-9-19

REVISED EXHIBIT A

**ESTIMATE OF PROJECT COSTS
FOR COUNTY OF SAN BERNARDINO/CITY OF CHINO
PAVEMENT REHABILITATION
IN THE CHINO AREA**

**PHILADELPHIA STREET BETWEEN LOS ANGELES COUNTY LINE EAST TO NORTON
AVENUE**

DESCRIPTION	AMOUNT	COUNTY OF SAN BERNARDINO SHARE	CITY OF CHINO SHARE
Construction	\$1,406,214	\$766,214	\$640,000
All Other Costs Such As Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc	\$670,000	\$388,000	\$282,000
TOTAL	\$2,076,214	\$1,154,214	\$922,000