



Contract Number

21-734 A-1

SAP Number

Public Works

Department Contract Representative	Arlene B. Chun, M.S., P.E., Engineering Manager - Transportation Planning Division
Telephone Number	(909) 387-8167
Project	Mountain Avenue and other roads
Contractor	City of Upland (CITY)
Contractor Representative	Bob Critchfield, P.E., Engineering Manager Public Works
Telephone Number	(909) 291-2946
Contract Term	10/5/2021 – 12/31/2026
Original Contract Amount	\$1,205,000
Amendment Amount	\$805,000
Total Contract Amount	\$2,010,000
Cost Center	6650002000 34H15037

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.)

AMENDMENT NO. 1

Recitals

WHEREAS, San Bernardino County (COUNTY) and the City of Upland (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") previously entered into County Contract No. 21-734 (herein after referred to as "the Agreement") wherein the parties agreed to cooperate and jointly participate in pavement rehabilitation and an Americans with Disabilities Act (ADA) curb ramp and other related improvements in the San Antonio Heights area (PROJECT); and

WHEREAS, construction material costs have increased and the parties share of PROJECT costs require adjustment; and

WHEREAS, the County and City are willing to increase their respective contributions to adjust for such increased costs in order to move forward with the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree the AGREEMENT, County Contract No. 21-734, is amended as follows:

1. DELETE the Agreement's eighth WHEREAS recital and REPLACE it with a revised eighth WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost is estimated to be \$18,525,000; and

2. DELETE the Agreement's ninth WHEREAS recital and REPLACE it with a revised ninth WHEREAS recital, which shall read as follows:

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$16,515,000 and the CITY's share of PROJECT cost is estimated to be \$2,010,000, as more particularly set forth in revised Exhibit "B"; which is attached hereto and incorporated herein by this reference; and

3. DELETE the existing paragraph 1.13 and REPLACE it with a revised paragraph 1.13, which shall read as follows:

1.13 Based on the COUNTY percentage calculated pursuant to paragraph 1.12, pay its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection, and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$16,515,000 and shall not exceed \$20,643,750 (25% increase over the COUNTY'S PROJECT cost estimate) absent a written amendment to this Agreement pursuant to paragraph 3.17.

4. DELETE the existing paragraph 2.6 and REPLACE it with a revised paragraph 2.6, which shall read as follows:

2.6 Within thirty (30) days after receipt of the itemized accounting and invoice from the COUNTY pursuant to paragraph 1.14 above, pay to the COUNTY the remainder of its share of the actual PROJECT costs based on the CITY percentage calculated pursuant to paragraph 1.12. The PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. CITY's share of PROJECT costs is currently estimated to be \$2,010,000 and shall not exceed \$2,512,500 (25% increase over the PROJECT cost estimate) absent a written approval from the CITY's designated representative.

5. ADD paragraph 2.8, which shall read as follows:

2.8 Provide a qualified CITY representative who has the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is needed within the CITY's limits.

6. DELETE the existing paragraph 3.7 and REPLACE it with a revised paragraph 3.7, which shall read as follows:

3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by an increase in engineering cost, higher bid process, 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 3.8 below)) over the estimated total of the PROJECT's cost of \$18,525,000 (which is the sum of \$16,515,000 from COUNTY and \$2,010,000 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) up to the amounts set forth in Section 1.13 and 2.6, respectively.

7. DELETE the existing Exhibit "B" and REPLACE it with a revised Exhibit "B", attached to this Amendment and incorporated into County Contract No. 21-734 by this reference.
8. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.
9. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 21-734 shall remain the same.
10. This Amendment No. 1 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement.
11. This Amendment No.1 to the Agreement, County Contract 21-734, is effective on the date it is approved and signed by both Parties, and shall conclude upon satisfaction of the terms identified in paragraph 3.16 of the Agreement or on December 31, 2026 (whichever occurs first).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

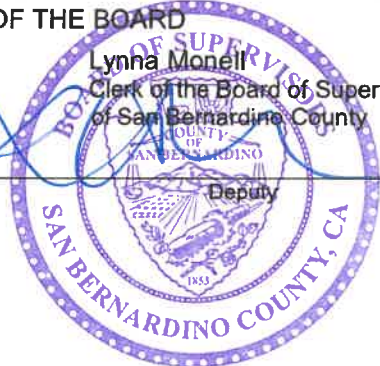
SAN BERNARDINO COUNTY

► 

 Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 25 2022
 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 San Bernardino County
 Deputy



CITY OF UPLAND

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

By ► 

 (Authorized signature - sign in blue ink)

Name Michael Blay
 (Print or type name of person signing contract)

Title City Manager
 (Print or Type)

Dated: 9/27/22

Address 460 N. Euclid Avenue
Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► **SEE ATTACHED**
 Aaron Gest, Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ► 
 Andy Silao, P.E.
 Date 10/6/2022

Reviewed/Approved by Department
 ► 
 Brendon Biggs, Director
 Date 10/13/22

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SAN BERNARDINO COUNTY

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 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 San Bernardino County

By _____
 Deputy

CITY OF UPLAND

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

By ► _____
 (Authorized signature - sign in blue ink)

Name Michael Blay
 (Print or type name of person signing contract)

Title City Manager
 (Print or Type)

Dated: 9/27/22

Address 460 N. Euclid Avenue
Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► Aaron Gest
 Aaron Gest, Deputy County Counsel
 Date 10/6/22

Reviewed for Contract Compliance
 ► Andy Silao, P.E.
 Date _____

Reviewed/Approved by Department
 ► Brendon Biggs, Director
 Date _____

EXHIBIT B-1

DESCRIPTION	AMOUNT	COUNTY OF SAN BERNARDINO SHARE	CITY OF UPLAND SHARE
Construction (including contingencies)	\$16,475,000	\$14,705,000	\$1,770,000
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and County overhead	\$2,050,000	\$1,810,000	\$240,000
TOTAL	\$18,525,000	\$16,515,000	\$2,010,000