

CITY OF RICHMOND
CONTRACT AMENDMENT AGREEMENT NO. 1
RICHMOND WELLNESS TRAIL PROJECT

The parties to this Contract Amendment Agreement do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment Agreement are the City of Richmond, a municipal corporation (City), and the following named Contractor:

(NAME) _____ Ghilotti Bros., Inc.

(Street Address) _____ 525 Jacoby Street

(City, State, Zip Code) _____ San Rafael, CA 94912

(Taxpayer ID No.) _____ 94-1199284

(City of Richmond Business License No.) _____ 4000-0168

A California corporation, partnership, private individual, non-profit corporation, religious institution, sole proprietor, other

(Please check appropriate box)

2. Purpose. This Contract Amendment Agreement is being entered into to amend the contract between the City and the Contractor which was approved by the City Council of the City of Richmond on July 22, 2021. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.
3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment Agreement.
4. Amendment Provisions. This Contract Amendment Agreement is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Requirements. Pursuant to Municipal Code Section 7.04.030, the Contractor must have or must obtain a City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signature. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA,
A municipal corporation

DocuSigned by:
Thomas K. Butt
By 64A4FFAB53BE4C0...
Designee, City Council

Title Mayor

Date Signed 2/14/2022

Attest: DocuSigned by:
Pamela Christian
By C6643BFE4A43406...
City Clerk

Approved as to form:

DocuSigned by:
JA For
0F898C1E4C50485...
City Attorney

CONTRACTOR:

Ghilotti Bros., Inc.
525 Jacoby Street
San Rafael, CA 94912

(*The Corporation Chairperson of the Board,
President or Vice-President should sign
below)

DocuSigned by:
Michael Ghilotti
By F931F26F096E4BA...

Title President

Date Signed 2/12/2022

LIST OF ATTACHMENTS:

- Amendment Provisions
- Scope of Work
- Payment Provisions

CONTRACT AMENDMENT AGREEMENT NO. 1

RICHMOND WELLNESS TRAIL PROJECT

Contractor: Ghilotti Bros., Inc.

AMENDMENT PROVISIONS

1. The total contract value, as shown on the bid schedule in Exhibit A of the Original Contract, is hereby amended to increase by \$700,000.00 to a total contract value of \$1,000,000.00.
2. The additional work to be performed by the Contractor under this Contract Amendment Agreement is defined in the Scope of Work attached herewith (Exhibit A).
3. Payment for the additional work to be performed by the Contractor under this Contract Amendment Agreement is defined in the Payment Provisions attached herewith (Exhibit B).

EXHIBIT A

CONTRACT AMENDMENT AGREEMENT NO. 1

RICHMOND WELLNESS TRAIL PROJECT

Contractor: Ghilotti Bros., Inc.

SCOPE OF WORK

The Contractor shall perform additional roadway improvements including water meter relocations, pavement rehabilitation and conforms to the Richmond Wellness Trail medians and existing driveways, installation of ADA curb ramps, repair of curb and gutter to eliminate ponding and facilitate drainage, and installation of tree wells to accommodate planting of trees to increase the urban canopy along the alignment of the Richmond Wellness Trail. Payment will be made on a bid item basis for installed cost for bid items including labor, materials, and equipment needed for work.

EXHIBIT B

CONTRACT AMENDMENT AGREEMENT NO. 1

RICHMOND WELLNESS TRAIL PROJECT

Contractor: Ghilotti Bros., Inc.

PAYMENT PROVISIONS

Payment for the additional work as defined in the Scope of Work of this Contract Amendment Agreement shall not exceed \$700,000.00 and shall be paid by bid item unit cost.