

W.R. Forde Associates
Contract #5744
Vendor #13547

Initial Contract Amount w/Contingency: \$1,783,969.00
1st Amendment: \$88,738.99
Total Contract: \$1,872,707.99

**FIRST AMENDMENT TO
CONSTRUCTION AGREEMENT BETWEEN THE CITY OF RICHMOND AND
WR FORDE ASSOCIATES, INC.**

This First Amendment to the Construction Agreement (the “First Amendment”) is entered into as of **December 20, 2022**, by and between the City of Richmond, a municipal corporation and charter city (“City”) and **WR Forde Associates, Inc.**, a Corporation (“Contractor”), with reference to the following facts.

RECITALS

A. City and Contractor entered into that certain Construction Agreement dated **July 6, 2021** (the “Agreement”) to furnish construction of **Cutting & Harbour Way South Bikeway** (the “Project”).

B. The Parties now desire to enter into this First Amendment in order to increase the expenditures under the Construction Agreement by an additional not-to-exceed sum of **\$88,738.99** (the “Additional Expenditures”), for a total amended not-to exceed amount of **\$1,872,707.99** as set forth on Attachment 1 attached and incorporated hereto (the “First Amended Amount”).

NOW THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

Section 1 Amendment to Payments.

The Construction Agreement is hereby amended by this First Amendment in order to increase the Original Amount by the Additional Expenditures to reflect a new total of authorized expenditures under the Construction Agreement, equal to the First Amended Amount.

Section 2. Amendment to Scope of Work.

The Construction Agreement is hereby amended by this First Amendment in order to add **extra work due to unforeseen circumstances as outlined in change orders 1 and 2** to the Project as set forth in Attachment 1.

Section 3. Miscellaneous.

- (a) Except as amended by this First Amendment, the Construction Agreement has not been modified and is in full force and effect.

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(b) Each of the individuals executing this First Amendment on behalf of the Contractor and City individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

(c) This First Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile or electronic transmission. All counterparts shall be deemed an original of this First Amendment.

(d) WHEREFORE, the Parties have executed this First Amendment on or as of the date first above written.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment duly authorized representatives, all on the date first written above.

Reviewed By: _____
City Attorney

ATTEST: _____
City Clerk

CITY:
CITY OF RICHMOND, a municipal corporation and
charter city

By: _____
Name: Shasa Curl
Its: City Manager

CONTRACTOR:

WR Forde Associates, Inc., a Corporation

By: _____
Name:
Its:

**CHANGE ORDER NUMBER 1****Project:** Cutting Boulevard and Harbour Way South Bikeways**Location:** Cutting, Hoffman, and Harbour Way South**Vendor Number:****Contractor:** WR Forde**Date:** November 2022**Purchase Order:** N/A**Sheet:** 1 of 1**The following changes are hereby made to the Contract Documents:**

The Engineer hereby directs the Contractor to complete Extra Work based on unforeseen conditions encountered during the progress of construction. The Contractor shall complete the following:

1. Unit Price Increase. Based upon the delay of securing approval from BNSF, Caltrans, and the California Public Utilities Commission, the project was delayed, and unit prices increased with inflation. These include the following:
 - a. Bid Schedule B items 1, 2, 3, 6, 7, 10, 11, 14, 15, 17, and 18 to 23 increase ranging from less than 1% to almost 25%. The California Construction Cost Index from 2021 to 2022 increased by 25%. This shall be a lump sum value of \$40,935.46.
 - b. Bid Schedule C items 1, 2, 3, 9, 10, 12 to 17, 20, and 22 to 24 increase ranging from less than 1% to almost 25%. The California Construction Cost Index from 2021 to 2022 increased by 25%. This shall be a lump sum value of \$88,412.21.
2. Quantity Balance. Due to the modifications of a two-way to one-way cycletrack required by the BNSF and the California Public Utilities Commission, the contractor completed additional striping work. This increased or decreased certain bid items as follows:
 - a. Bid Schedule B:
 - i. Item 14B increased by 1,232 SF for a value of \$14,784.
 - ii. Item 17B increased by 242 SF for a value of \$968.
 - iii. The total value associated with this item is \$15,752 and shall be paid as a lump sum balancing item.
 - b. Bid Schedule C:
 - i. Item 7C increased by 250 LF for a value of \$120,000
 - ii. Item 9C increased by 1383 SF for a value of \$5,532
 - iii. Item 13C increased by 13174 LF for a value of \$19,761
 - iv. Item 17C increased by 668 LF for a value of \$1,002
 - v. Item 21C increased by 73 EA for a value of \$21,900
 - vi. Item 22C increased by 181 EA for a value of \$36,200
 - vii. Item 11C decreased by 10 LF for a value of (-)\$60
 - viii. Item 14C decreased by 267 LF for a value of (-)\$534
 - ix. Item 15C decreased by 1953 LF for a value of (-)\$1,953

- x. Item 16C decreased by 3910 LF for a value of (-)\$3,910
- xi. Item 18C decreased by 2 EA for a value of (-)\$1,002
- xii. Item 19C decreased by 16 EA for a value of (-)\$50
- xiii. Item 29C decreased by 1 EA for a value of (-)\$120,000
- xiv. The total value associated with this item is \$13,298 and shall be paid as a lump sum balancing item.

This is within the \$1,783,969.00 approval from City Council

Change to Contract Price:

Original Contract Price: \$ 1,621,790

Current Contract Price, as adjusted by previous Change Orders: \$ 1,621,790

The Contract Price due to this Change Order will be increased by: \$ 158,397.67

The new Contract Price due to this Change Order will be: \$ 1,780.187.67

Change to Contract Time:

The Contract time will be increased by sixty (60) working days.

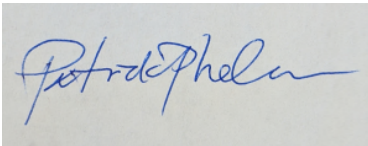
Approvals:

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Contract.



Approved By _____ 11/1/2022
Resident Engineer Date

Accepted By _____
Contractor Date



Authorized By _____ 12/1/2022
Project Manager Date

**CHANGE ORDER NUMBER 2****Project:** Cutting Boulevard and Harbour Way South Bikeways**Location:** Cutting, Hoffman, and Harbour Way South**Vendor Number:****Contractor:** WR Forde**Date:** December 2022**Purchase Order:** N/A**Sheet:** 1 of 1**The following changes are hereby made to the Contract Documents:**

The Engineer hereby directs the Contractor to complete Extra Work based on unforeseen conditions encountered during the progress of construction. The Contractor shall complete the following:

1. West Cutting Pavement Repair. As directed in the field, the contractor shall complete pavement repair within the future Class IV cycletrack. These repairs shall include milling and paving of up to 2 inches with asphalt. The work shall be completed on a Saturday to minimize disturbance to commercial properties. This shall be a lump sum value of \$9,148.73.
2. Garrard Boulevard Modifications. The contractor shall complete striping modifications as shown in the exhibit to modify the two-way cycletrack crossing the BNSF tracks. This work shall include striping removal and replacement consistent with the contract special provisions. This shall be a lump sum value of \$40,400.99.
3. Harbour Way South Modifications. The contractor shall complete striping modifications as shown in the exhibit to modify the two-way cycletrack crossing the BNSF tracks. This work shall include striping removal and replacement consistent with the contract special provisions. This shall be a lump sum value of \$32,970.60.
4. Allowance. Allow an additional \$10,000 to account for final close-out of the contract. This will be paid under the force account provisions of the special provisions.

This requires \$88,738.99 approval from City Council

Change to Contract Price:

Original Contract Price: \$ 1,621,790

Current Contract Price, as adjusted by previous Change Orders: \$ 1,780,187.67

The Contract Price due to this Change Order will be increased by: \$ 92,520.32

The new Contract Price due to this Change Order will be: \$ 1,872,707.99

Change to Contract Time:

The Contract time will be increased by fifteen (15) working days.

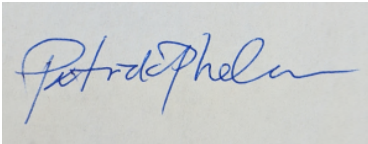
Approvals:

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Contract.



Approved By _____ 11/30/2022
Resident Engineer Date

Accepted By _____
Contractor Date



Authorized By _____ 12/1/2022
Project Manager Date