

**SECOND AMENDMENT
TO
CONTRACT**

[Tustin Street and Meats Avenue Intersection Right Turn Lane (Bid No. 189-05, SP-3892)]

THIS SECOND AMENDMENT TO CONTRACT (the “Second Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and ALFARO COMMUNICATIONS CONSTRUCTION, INC, a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Contract (Agreement No. 6735) dated January 15, 2019, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor amended the Original Contract to revise the Scope of Work and increase the compensation by a First Amendment to Contract (Agreement No. 6735.1) dated fovember 10, 2020, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Contract to modify, amend and supplement certain portions of the Original Contract to revise the Scope of Work and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Contract, as implemented by this Second Amendment.

Section 3 **Revised Scope of Services.** The Contractor’s Proposal as referenced in Article I of the Original Contract, is hereby amended, modified and increased in quantity to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** Article III of the Original Contract is hereby amended to increase the total not-to-exceed compensation for the services to be rendered by FORTY-FIVE THOUSAND DOLLARS and 00/100 (\$45,000.00) and Article III is hereby amended in its entirety to read as follows:

“Contractor agrees to receive and accept an amount not to exceed SIX HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS and 53/100 (\$639,380.53) as full compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City; (3) all risks of every description

connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; (5) and well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them.”

Section 6. **Integration.** This Second Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Contract, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

“CITY”

ALFARO COMMUNICATIONS
CONSTRUCTION, INC., a California
corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Gary A. Sheatz, City Attorney

***NOTE:** **If Contractor is a corporation, the City requires the following signature(s):**
-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**
-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

EXHIBIT “A”

FINAL CONTRACT CHANGE ORDER

[Behind this page.]

FINAL CONTRACT CHANGE ORDER

PROJECT: Tustin Street and Meats Avenue Intersection Right Turn Lane
PROJECT NUMBER: Bid No. 189-05; Project No. SP-3892
CONTRACTOR: Alfaro Comm. Construction, Inc

Date: 6/15/2021

The contractor is hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the City Engineer

Description of work to be done, an estimate of quantities, and prices to be paid. Segregate between additional work at the contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

The following work is added or deleted, as applicable, from the contract as a change order in accordance with the provisions of Section 3 of the contract specifications. The method of payment shall be as described for each item of this change order.

NO.	DESCRIPTION OF WORK	UNIT PRICE	UNIT DESCRIPTION	ORIGINAL QUANTITY	ORIGINAL AMOUNT	FINAL QUANTITY	QUANTITY AMOUNT	Increase (Decrease) QUANTITY	AMOUNT
1	Clearing And Grubbing	\$9,724.00	LS	1.00	\$9,724.00	1	\$9,724.00	0.00	\$0.00
2	Traffic Control	\$13,325.00	LS	1.00	\$13,325.00	1	\$13,325.00	0.00	\$0.00
3	Unclassified Excavation	\$196.00	CY	270.00	\$52,920.00	434.00	\$85,064.00	164.00	\$32,144.00
4	Construct Type A Curb and Gutter Per City of Orange Std 117, Inclusive of Removals	\$39.00	LF	380.00	\$14,820.00	225.00	\$8,775.00	(155.00)	(\$6,045.00)
5	Construct Concrete Sidewalk Per City of Orange Std 118, Case 1, Inclusive of Removals and Tree Well Blockouts	\$6.50	SF	1835.00	\$11,927.50	1415.00	\$9,197.50	(420.00)	(\$2,730.00)
6	Construct Type 1 Access Ramp Per City of Orange Std 121, Inclusive of Removals	\$3,900.00	EA	1.00	\$3,900.00	1.00	\$3,900.00	0.00	\$0.00
7	Construct Concrete Commercial Driveway Per City of Orange Std 115, Case B, Inclusive of Removals	\$11.70	SF	673.00	\$7,874.10	1101.50	\$12,887.55	428.50	\$5,013.45
8	Construct Inlet, Type 1 Per City Std 301 and Local Depression Type II per City Std 308	\$17,875.00	LS	1.00	\$17,875.00	1.00	\$17,875.00	0.00	\$0.00
9	Construct Modified Far-Side Bus Bay Per City Std 129 (P.C.C. Thickness to be 10-inches). Adjacent 8-inch Curb to be Poured Monolithic with P.C.C. Pavement	\$13.00	SF	1720.00	\$22,360.00	1921.50	\$24,979.50	201.50	\$2,619.50
10	Asphalt Concrete (AC), Density = 144 lbs/cf	\$123.00	TON	391.00	\$48,093.00	384.82	\$47,332.86	(6.18)	(\$760.14)
11	Cold Mill Existing AC Pavement to 3-inches Below Proposed Surface	\$6.24	SY	676.00	\$4,218.24	514.56	\$3,210.85	(161.44)	(\$1,007.39)
12	Construct 2-inch Minimum Asphalt Rubber Hot Mix (AHRM) Overlay with Variable Thickness; Density = 144 lbs/cf	\$205.20	TON	130.00	\$26,676.00	100.81	\$20,686.21	(29.19)	(\$5,989.79)
13	Rock Dust Blotter	\$1.62	SY	1205.00	\$1,952.10	860.33	\$1,393.73	(344.67)	(\$558.37)
14	Furnish and Install 4'x12' Contech Filterra Unit (or Approved Equal) per Manufacturer's Specifications. Connect to New Inlet with 4-inch SDR-35 Pipe.	\$44,789.00	LS	1.00	\$44,789.00	1.00	\$44,789.00	0.00	\$0.00
15	Furnish and Install 4'x12' Contech Filterra Unit (or Approved Equal) per Manufacturer's Specifications. Connect to New Inlet with 4-inch SDR-35 Pipe. Install Cleanout at Angle Point per City of Orange Std 208	\$42,786.00	LS	1.00	\$42,786.00	1.00	\$42,786.00	0.00	\$0.00
16	Install 24-inch RCP (2000-D) Storm Drain Pipe	\$215.00	LF	16.00	\$3,440.00	16.00	\$3,440.00	0.00	\$0.00
17	Install Concrete Collar Per City of Orange Std 320	\$4,875.00	EA	1.00	\$4,875.00	1.00	\$4,875.00	0.00	\$0.00
18	Install Concrete Curb (CF=6") Per Detail on Sheet 2	\$26.00	LF	193.00	\$5,018.00	178.00	\$4,628.00	(15.00)	(\$390.00)
19	Remove and Relocate Water Meter	\$3,000.00	EA	2.00	\$6,000.00	1.00	\$3,000.00	(1.00)	(\$3,000.00)
20	Remove Tree		EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
21	Furnish and Install King Palm Street Tree and Tree Root Barrier per City Std 417	\$6,000.00	EA	2.00	\$12,000.00	0.00	\$0.00	(2.00)	(\$12,000.00)
22	Relocate Commercial Sign (AP 372-130-02)	\$5,400.00	LS	1.00	\$5,400.00	1.00	\$5,400.00	0.00	\$0.00
23	Relocate Commercial Sign (AP 372-130-03)	\$5,000.00	LS	1.00	\$5,000.00	1.00	\$5,000.00	0.00	\$0.00
24	Remove and Relocate Fire Hydrant Per city of Orange Std OWD-102	\$14,300.00	EA	1.00	\$14,300.00	0.00	\$0.00	(1.00)	(\$14,300.00)
25	Adjust Manhole Frame and Cover To Grade	\$1,100.00	EA	1.00	\$1,100.00	1.00	\$1,100.00	0.00	\$0.00
26	Replace Water Valve Frame and Cover and Adjust To Grade	\$845.00	EA	2.00	\$1,690.00	0.00	\$0.00	(2.00)	(\$1,690.00)
27	Street Lighting Installation	\$21,000.00	LS	1.00	\$21,000.00	1.00	\$21,000.00	0.00	\$0.00
28	Signing and Striping	\$11,452.00	LS	1.00	\$11,452.00	1.00	\$11,452.00	0.00	\$0.00
29	Traffic Signal Modification	\$132,000.00	LS	1.00	\$132,000.00	1.00	\$132,000.00	0.00	\$0.00
30	Install 4-inch SDR-35 Pipe (Empty Conduit)	\$176.80	LF	50.00	\$8,840.00	50.00	\$8,840.00	0.00	\$0.00
31	Landscape and Irrigation Modifications, inclusive of 90-day maintenance period	\$18,000.00	LS	1.00	\$18,000.00	1.00	\$18,000.00	0.00	\$0.00
Total Contract Items:					\$573,354.94		\$564,661.21		(\$8,693.73)

Contract Change Order									
1	CCO # 1	\$21,025.59	LS	1.00	\$21,025.59	1.00	\$21,025.59	1.00	\$21,025.59
2	Trench and Sidewalk Repair (COR#6,7)	\$3,757.82	LS	1.00	\$3,757.82	1.00	\$3,757.82	1.00	\$3,757.82
3	Motel Sign Foundation Work (COR #8)	\$2,297.68	LS	1.00	\$2,297.68	1.00	\$2,297.68	1.00	\$2,297.68
4	Motel Sign Final Location (COR #9,10)	\$2,915.94	LS	1.00	\$2,915.94	1.00	\$2,915.94	1.00	\$2,915.94
5	Irrigation Work (COR #11)	\$1,209.05	LS	1.00	\$1,209.05	1.00	\$1,209.05	1.00	\$1,209.05
6	Sub-Con Mobilization Cost (COR #13,14)	\$25,875.00	LS	1.00	\$25,875.00	1.00	\$25,875.00	1.00	\$25,875.00
7	Traffic Signal Work (COR #15)	\$8,944.51	LS	1.00	\$8,944.51	1.00	\$8,944.51	1.00	\$8,944.51
COR = Change Order Request									
Total Change Order Items:					\$66,025.59		\$66,025.59		\$66,025.59
PROJECT TOTALS:					\$639,380.53		\$630,686.80		\$57,331.86
Original Contract Amount:		\$573,354.94	Total Contract Days		100				
New Contract Amount Including Contract Change Order:		\$630,686.80	Date Contract Approved:		1/8/2019				
Change from Original Contract Amount in Percentage:		10.0%	Original Date of Completion		11/20/2019				
Amount of Difference:		\$57,331.86	Time Extension per the CCO herin:		12/12/2019				
<div> <div>Change requested by:</div> <div>Project Manager</div> </div> <div> <div>Approved:</div> <div>Division Manager</div> </div>									
<div> <div>Approved:</div> <div>City Engineer</div> </div> <div> <div>Approved:</div> <div>Public Works Director</div> </div>									
<div> <div>Approved as to form:</div> <div>City Attorney</div> </div> <div> <div>Approved:</div> <div>City Manager (If Applicable)</div> </div>									
<p>The compensation (time and cost) set forth in this Change Order constitutes the total compensation due to the Contractor, all Subcontractors, and all suppliers, for the work or change defined in this Change Order, including all impacts on any unchanging work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead costs, delays, and all impacts, ripple effects or cumulative impacts on all other work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes a full mutual accord and satisfaction for the change and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract. This release does not waive, release, or affect in any way Contractor's defenses to claim by the City for defective work (latent or patent). The City represents it is presently aware of no defects in Contractor's work on the project.</p>									
<p>We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, including all overhead and bonds. Therefore the prices are shown above.</p>									
<div> <div>Acceptance Date:</div> <div>Contractor:</div> </div>									
<div> <div>By:</div> <div>Title:</div> </div>									
<p>If the Contractor does not signify acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.</p>									