

**FIRST AMENDMENT TO THE
CONTRACT**

THIS FIRST AMENDMENT is effective as of this ____ day of _____, 20__, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **J.A. GONSALVES & SON INC. CONSTRUCTION, INC** ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, as approved by City Council Resolution No 16-142, the City entered into a Contract with Contractor on December 29, 2016 in an amount not to exceed \$462,559.10 for the construction of the Annual Street Rehabilitation Project EPW 105-16 (CIP #15240027); and

WHEREAS, said contract amount included a Bid Item for Supplemental Work in the Bid Sheet in the amount of \$40,000 for unforeseen additional work; and

WHEREAS, said contingency was not sufficient to cover all unforeseen work as additional paving removal and replacement on 45th Street was required during construction that created additional work; and

WHEREAS, the additional work requires the City to enter into a First Amendment to the Contract with the Contractor increasing the contract amount by \$54,614.51 to an amount not to exceed \$517,173.61;

WHEREAS, the public interest will be served by this First Amendment; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Section 3. of the Contract "Contract Price" is hereby amended to read as follows:

The CONTRACTOR shall faithfully perform all of the work hereunder for the Total Bid Price accepted by the City in the amount of (\$517,173.61), FIVE HUNDRED AND SEVENTEEN THOUSAND ONE HUNDRED AND SEVENTY THREE DOLLARS, payable by the City to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

A. Item 1- Supplemental Work

Included in the Bid Sheet is Bid Item 1 – Supplemental Work which is hereby increased to the amount of NINETY FOUR THOUSAND SIX HUNDRED AND FOURTEEN DOLLARS (\$94,614) to account for new and unforeseen work not specifically provided for on the plans or in the specifications. This dollar amount is an estimate only. Supplemental Work shall be performed only upon direct written authorization from the City. Daily work reports shall be required if the work is to be paid for on a force account basis. Agreed price may be used as an

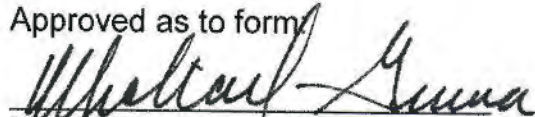
FOR CITY USE ONLY

Contract #:		CIP #:	
Reso. #:		EPW #:	

Supplemental Work will be based on the total amount of supplemental work actually performed.

3. All other provisions of the Contract shall remain in full force and effect and this First Amendment shall remain subject to said promises.

Approved as to form:


Michael A. Guina,
City Attorney

CITY OF EMERYVILLE

Dated: _____, 20__

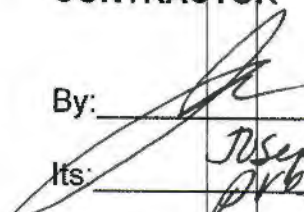
Carolyn Lehr,
City Manager

CONTRACTOR

Dated: 7-28-17, 2017

By: _____

Its: _____


Jospe A. Gonzalez
President

Project: 2016 STREET REHAB.

Owner: CITY OF EMERYVILLE

Contractor: J.A. GONSALVES

Job # 2016-42

Progress Billing - FINAL

Invoice Number: 2016-42-1

Date: 7/7/2017

Progress Thru: JULY

Billing Number: FINAL

line Numb.	Item No.		Qty	Unit	Unit Price	Original Amount	FINAL Quantity	FINAL Amount		Quantity To Date	Amount To Date
1	SUPPLEMENTAL WORK 45th Paving	1	LS	\$	40,000.00	\$ -		\$ -			\$ -
2	TRAFFIC CONTROL SYSTEM	1	LS	\$	150,000.00	\$ 150,000.00	1.00	\$ 150,000.00		1.00	\$ 150,000.00
3	CRACK SEALING	31640	LF	\$	1.69	\$ 53,471.60	30,569.00	\$ 51,661.61		30,569.00	\$ 51,661.61
4	8" AC DIGOUT REPAIR	5125	SF	\$	13.50	\$ 69,187.50	4,524.00	\$ 61,074.00		4,524.00	\$ 61,074.00
5	12" AC DIGOUT REPAIR	6300	SF	\$	23.00	\$ 144,900.00	7,328.00	\$ 169,188.00		7,356.00	\$ 169,188.00
6	PLACE STABILIZATION FABRIC	5000	SF	\$	1.00	\$ 5,000.00	2,788.00	\$ 2,788.00		2,788.00	\$ 2,788.00

Original Contract: \$ 422,559.10 \$ 434,711.61 \$ - \$ 434,711.61

Change Orders											
1	Demo for Waterline	1	LS	\$	3,562.00	\$ 3,562.00	1.00	\$ 3,562.00		1.00	\$ 3,562.00
2	45TH PAVING	3945	SF	\$	20.00	\$ 78,900.00	3,945.00	\$ 78,900.00		1.00	\$ 78,900.00
				\$	-	\$ -		\$ -			\$ -
				\$	-	\$ -		\$ -			\$ -
				\$	-	\$ -		\$ -			\$ -

Total Change Orders: \$ 82,462.00 \$ 82,462.00 \$ - \$ 82,462.00

\$ - \$ - \$ -

Amount Subject to Retention: \$ 517,173.61 \$ - \$ 517,173.61

Items without retention											
				\$	-	\$ -		\$ -			\$ -
				\$	-	\$ -		\$ -			\$ -
				\$	-	\$ -		\$ -			\$ -
				\$	-	\$ -		\$ -			\$ -

Total Adjustment: \$ - \$ - \$ - \$ -

Revised Contract: \$ 517,173.61 \$ - \$ 517,173.61

Retention: 5% \$ (25,858.68) \$ - \$ (25,858.68)

AMOUNT DUE: \$ 491,314.93 \$ - \$ 491,314.93

LESS PREVIOUSLY PAID : \$ (439,431.15)

TOTAL DUE THIS BILLING ESTIMATE : \$ 51,883.78