



Contract Number

23-929 A-5

SAP Number

Project and Facilities Management

Department Contract Representative	Charles Brammer
Telephone Number	(909) 387-5000
Contractor	Angeles Contractor, Inc.
Contractor Representative	Young Kang
Telephone Number	(626) 923-3800
Contract Term	542 Days
Original Contract Amount	\$9,115,000
Prior Amendments 1-4 and Change Orders 1-7	\$1,570,059.32
Amendment No. 5 Amount	\$744,556
Total Contract Amount	\$11,429,615.32
Cost Center	7700003100
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 5
CONTRACT No. 23-929
PROJECT NAME Sheriff Colorado River Station Remodel**

The following are amendments to Contract No. 23-929 with Angeles Contractor, Inc. for the Sheriff Colorado River Station Remodel Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Angeles Contractor, Inc. ("Contractor"), on August 22, 2023, to perform certain work as described in the Project Bid Documents for construction of the Project;

WHEREAS, following the award of the Agreement and during the course of construction, the Contractor was requested to complete additional scope of work as stipulated in Change Order Requests (COR) Nos. 71, 72R1, 73, 76, 82, 85, 87, 88, 91, 94, 98, 102R1, 104R2, 105, 106, 107, 109, 112 and 114, due to unforeseen conditions, differing site conditions, erroneous plans resulting from incorrect As-built plans carried over into the

bid documents, to meet City of Needles and San Bernardino County Fire Protection District regulatory requirements and to comply with the California Building Code; and,

WHEREAS, these conditions and the extent of these conditions were unforeseen and could not have been anticipated at the time of bid or execution of the Agreement and these conditions have necessitated the execution of this Amendment.

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. The following changes and their respective costs, which have been claimed by Angeles Contractor, Inc., have been added to the Agreement:

1. Labor, material, and equipment to complete interior wall, ceiling and concrete masonry wall painting as well as carpet cleaning of the City Chambers at the City of Needles (COR #71).

ADDS	\$	21,751.00
2. Labor, materials, and equipment to provide a 70 linear foot (LF) 4" thick by 10' height furred wall and a 125 LF 4" thick by 10' height furred walls, both with 1/2" drywall including tape and mud and required rework of electrical. (COR #72R1).		

ADDS	\$	38,893.00
3. Fuel costs for a temporary generator, not shown in the contract bid documents at the time of bid (COR #73).		

ADDS	\$	47,460.00
4. Labor, material, and equipment to install west and east gate entrance pedestal footings, pedestals, install intercom and card reader systems as the existing pedestal systems that were to be repurposed were damaged beyond repair, per Designer on Record (DOR) response to Request for Information (RFI) No. 124.1 (Gate Entrance CR Pedestal Anchors) (COR #76).		

ADDS	\$	15,614.00
5. Labor, materials, and equipment to construct two (2) new driveways, concrete curbs and install gate rail with new pavement loop system due to unforeseen conditions caused by a mainline plumbing break that rendered the existing driveways, curbs and underground conduit that were to be repurposed structurally and electronically compromised due to water damage and submerged electrical conduit (COR #82).		

ADDS	\$	163,918.00
6. Labor, materials, and equipment to furnish and install new exterior light fixtures to be connected to a time clock with box enclosure due to new lumen study requiring new lights to address safety concerns and to meet California Tile 24 Building Energy Efficient Standards and California Building Codes, not shown in the contract bid documents at the time of bid, per DOR responses to CCB #21 (New Exterior Light Fixtures), RFI No. 134 CCB #21 (Light Fixture Clarification); RFI 144 CCB#21 Clarification and RFI No. 145 CCB #21 (Panel A1 Clarification) (COR #85).		

ADDS	\$	25,057.00
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8. Labor, materials, and equipment for new concrete slab and electrical outlets and outside breakroom area due to damage caused by a mainline plumbing break that rendered the existing decomposed granite ground cover, underground conduit and electrical receptacles compromised due to water damage and submerged conduit (COR #87).

ADDS	\$	26,501.00
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9. Labor, material, and equipment to furnish and install a second fire alarm annunciator in the Jail Deputies Office, including drywall cutting, backing, repair and repainting for the fire alarm self-

monitoring service as required by the Fire Marshal per DOR response to RFI No. 142 (Fire Alarm Self-Monitoring) (COR #88).

ADDS	\$	4,566.00
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10. Labor, material, and equipment to furnish and install a concrete slab and chain-link enclosure for the fire water backflow preventer as required by the San Bernardino County Fire Protection District Fire Marshall per DOR response to CCB #22 New BFP Enclosure (COR #91).

ADDS	\$	10,439.00
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11. Labor, material, and equipment to provide for emergency water heater repairs to broken water heater servicing the Jail and Court buildings due to high calcium and magnesium build up (COR #94).

ADDS	\$	3,394.00
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12. Labor, material, and equipment to replace two (2) existing damaged roof drains and patch the roof to prevent future water intrusions, due to damage to new roof found during construction (COR #98).

ADDS	\$	14,702.00
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13. Labor, material, and equipment to furnish and install a fire alarm annunciator flush box with glass door and key lock and process additional fees owed to San Bernardino County Fire Protection District for new Fire Alarm Plan Check Revisions of As-Builts related to the additional annunciator required by the Fire Marshal (COR #102R1).

ADDS	\$	3,014.00
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14. Labor, material, and equipment to enlarge the Service Room to add the new water heaters and water softener systems due to differing site conditions found during construction and caused by erroneous record drawings and construction documents per DOR response to CCB #23 (Water Softener) (COR #103).

ADDS	\$	78,323.00
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15. Labor, material, and equipment to furnish and install bird netting under the solar carport canopies, required by the City of Needles Inspector (COR #105).

ADDS	\$	21,308.00
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16. Labor, material, and equipment for the rental and installation of a temporary generator and automatic transfer switch for 22 months until a future project can be approved to install a permanent generator to service the North/City of Needles Building that houses equipment in the intermediate distribution frame room. Generators are needed due to frequent power outages caused by the extreme heat, wind and unpredictable weather that can hinder the operations to the Sheriff Department, the jail and surrounding law-enforcement agencies such as California Highway Patrol and BNSF Railroad Police (COR #106).

ADDS	\$	252,339.00
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17. Labor, material, and equipment to furnish and grind and remove old existing striping from the parking lot due to a mainline plumbing break that damaged the existing parking striping that was supposed to be repurposed (COR #107).

ADDS	\$	7,105.00
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18. Labor, material, and equipment to remove sod for a new fire water line in landscaped areas and replace with new sod, as the sod that was intended to be repurposed broke apart during construction (COR #109).

<u>ADDS</u>	<u>\$</u>	<u>4,259.00</u>
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19. Labor, material, and equipment for emergency procurement and installation of a new water heater servicing the Jail and Court buildings, as the existing water heater broke and could not be repaired (COR #114).

<u>ADDS</u>	<u>\$</u>	<u>5,913.00</u>
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NET ADDITION THIS AMENDMENT \$ 744,556.00

Section 2. The new Contract Sum, including prior amendments and change orders, is \$11,429,615.32.

Section 3. The original Contract Time was 393 days and the above changes, along with changes identified in concurrently approved Change Order 8, added 149 days to the Contract Time for a total of 542 days and a new Agreement completion date of October 31, 2025.

Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Amendment, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Agreement. The Contract Time is the agreed upon period of time allotted to Contractor to achieve completion of the entire scope of work, without the imposition of liquidated damages. Extensions of the Contract Time are permitted by section 3.1 of the Contract, subject to written approval of the County. At all times the Contract as a whole remains in full force and effect until all issues relating to the Contract have been resolved. The signing of the Amendment shall indicate that the Amendment constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Amendment constitutes the total equitable adjustment owed the Contractor as a result of the change.

Section 5. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

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SAN BERNARDINO COUNTY

► Dawn Rowe, Chair, 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
San Bernardino County

By _____
Deputy

Angeles Contractor, Inc.

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

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

Name Young Kang
(Print or type name of person signing contract)

Title President/Secretary
(Print or Type)

Dated: _____

Address 783 Phillips Drive
City of Industry, CA 91748

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Daniel Pasek, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Charles Brammer, Supervising Project Manager

Date _____

Reviewed/Approved by Department

►
Don Day, Director PFMD

Date _____