

Date September 10, 2024

Contract No. 23-929 CO-3

Department: Project and Facilities Management

Change Order No. 3

Cost Center 7700003100

Contract for Sheriff Colorado River Station Remodel Project

Distribution:

To: Angeles Contractor, Inc.
783 Phillips Drive, City of Industry, CA 91748

Clerk of the Board
Contractor
Auditor
Project and Facilities Management

Change Order No. 3 to the construction contract for the Sheriff Colorado River Station Remodel Project.

1. Labor, materials, and equipment to repair the existing leaking roof drain and modify the existing roof drain downspout, not shown in the contract bid documents at the time of bid, per Design of Records (DOR) response to RFI No. 29 and RFI No. 43 (COR017).

<u>ADDS</u>	<u>\$</u>	<u>32,783</u>
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2. Labor, materials, and equipment to procure and install two (2) new 80-gallon water heaters as the two water heaters that were to be repurposed are damaged and new water heaters were not shown in the contract bid documents at the time of bid, per DOR response to RFI No. 51 (COR018).

<u>ADDS</u>	<u>\$</u>	<u>11,728</u>
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3. Labor, materials, and equipment to install grout in empty CMU cells in the wall due to unforeseen conditions, not shown in the contract bid documents at the time of bid, per DOR response to RFI No. 53 (COR019).

<u>ADDS</u>	<u>\$</u>	<u>3,554</u>
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4. Labor, materials, and equipment to modify skeleton frame due to conflict with existing CMU rebar due to unforeseen conditions, not shown in the contract bid documents at the time of bid, per DOR response to RFI No. 63 (COR020).

<u>ADDS</u>	<u>\$</u>	<u>4,560</u>
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5. Labor, materials, and equipment to provide for additional work, not shown in the contract bid documents at the time of bid, per DOR response to Construction Change Bulletin #2 (COR021).

<u>ADDS</u>	<u>\$</u>	<u>24,624</u>
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6. Labor, materials, and equipment to provide additional electrical services and network systems for City of Needles to relocate City meetings to new location due to on-going temperature issues in City Chambers, not shown in the contract bid documents at time of bid, per County request (COR022B).

<u>ADDS</u>	<u>\$</u>	<u>9,635</u>
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7. Labor, materials, and equipment to install Roof I-Joist reinforcing for partition frame due to unforeseen conditions, not shown in the contract bid documents at time of bid, per DOR response to RFI No. 66 (COR023R1).

ADDS	\$	9,546
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8. Labor, materials, and equipment for millwork changes based on Construction Change Bulletin No. 5 (COR024).

ADDS	\$	13,071
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9. Labor, materials, and equipment to install plywood noise barriers to resolve noise concerns raised by Courts, as instructed by County (COR025).

ADDS	\$	2,538
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TOTAL ADDS THIS CHANGE ORDER	\$	112,039
TOTAL DEDUCTS THIS CHANGE ORDER	\$	0
NET ADDITION THIS CHANGE ORDER	\$	112,039

Total Contract Time extension for above changes – 0 days.

The Agreement completion date remains June 4, 2025.

This Change Order 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 Change Order. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Change Order upon request.

The compensation (time and cost) set forth in this Change Order shall comprise the total compensation due the Contractor for the work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Change Order, 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 Contract. 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 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 to Contractor as a result of the change.

The cumulative total of all change orders is 6.79 % over the original contract price.

Original Contract	\$	9,115,000
Prior Amendment 1	\$	133,119
Amended Contract Amount	\$	9,248,119
Prior Change Order 1	\$	373,654
Prior Change Order 2	\$	142,643
Total Contract Prior to This Change	\$	9,764,416
Authorized Changes in this Change Order		
Addition	\$	112,039
Deduction	\$	0
NET (Addition)	\$	112,039

Amount of Contract Authorized
Including This Change Order No. \$ 9,876,455

CONTRACT EXECUTION

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

The contract is delivered by Angeles Contractor, Inc. to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

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

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Daniel Pasek, Deputy County Counsel	► _____ Charles Brammer, Supervising Project Manager	► _____ Don Day, Director, Project & Facilities Management Department
Date _____	Date _____	Date _____