

Contract Number

23-625 A-1

SAP Number

30.30.0135

Bloomington Recreation & Park District

Department Contract Representative	Jon Aldana
Telephone Number	(909) 386-8801
Contractor	CALTEC Corp.
Contractor Representative	Hamid Abghari, President
Telephone Number	(714) 373-5071
Contract Term	NTP + 180 Days
Amendment No.1 Contract Term	NTP + 466 Days
Original Contract Amount	\$1,640,290
Administrative Change Order 1	\$94,057.65
Total Change Order No. 2 Amount	\$60,864.87
Total Contract Amount	\$1,795,212.52
Cost Center	30.30.0135
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 23-625

WHEREAS, on June 27, 2023, the San Bernardino County Board of Supervisors (Board) approved Contract No. 23-625 (Contract) between Bloomington Recreation and Park District ("District") and Caltec Corp. (Contractor), to perform the construction services for the Bloomington Recreation and Park District – Kessler Park Snack Bar & Restroom Renovation Project (Project); and

WHEREAS, since the execution of Contract 23-625, the Project has encountered certain constructability issues, plan omissions, and plan conflicts thereby adding cost to the Project; 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; and

WHEREAS, Contractor has reviewed the proposed additional construction services and work requested by District to be performed and Contractor agrees to perform the additional construction services and work for the additional compensation and time as set forth below;

NOW, THEREFORE, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree the Contract is hereby amended as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. DELETE Contract Section 4.1.1 "Total Compensation" and REPLACE it with a new Section 4.1.1, which shall now read as follows:

4.1.1 Total Compensation. District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

BASE ITEMIZED BID (Items 1-20)	\$ <u>1,417,000</u>
ADDITIVE ITEMIZED BID No. 1 (Items 1-18)	\$ <u>74,290</u>
ADDITIVE ITEMIZED BID No. 2 (Items 1-5)	\$ <u>149,000</u>
TOTAL: BASE BID + ADDITIVE BID No. 1 + ADDITIVE BID No. 2.....	\$ <u>1,640,290</u>

Administrative Change Order No. 01 signed January 29, 2024, as follows:

1. COR No. 1 – Sawcut and Remove Concrete, Sink and Repair Concrete	\$ 2,504.30
2. COR No. 4 – Demolish Existing Plaster Ceiling in Restroom	\$ 2,383.50
3. COR No. 7 – Install New Ceiling Framing at Wash Area, B.L.L. Storage	\$ 5,159.26
4. COR No. 9 – Remove, Replace Rotted Roof Plywood, Lumber, etc.	\$15,300.27
5. COR No. 10 – New Backing for Shelves and Air Curtain	\$ 6,932.20
6. COR No. 12 – PVC Vent and Fascia Flashing at Roof	\$ 9,740.85
7. COR No. 13 – New Electrical, Low Voltage Infrastructure Wireless Equipment	\$ 2,333.45
8. COR No. 17 – Temporary Electrical Panels until permanent arrives	\$ 6,158.54
9. COR No. 19 – Kitchen Equipment Hot Water Dispenser and Convection Oven	\$ 8,089.10
10. COR No. 20 – Plumbing Infrastructure for Hot Water Dispenser	\$ <u>1,089.66</u>
11. COR No. 21 – Plumbing Infrastructure for Single Compartment Sink	\$ 1,764.00
12. COR No. 22 – Temporary Windows at Kitchen and Office until permanent arrives	\$ 4,273.40
13. COR No. 24 – Premium Labor to Install Epoxy Flooring on County Holiday	\$ 3,164.00
14. COR No. 26 – Expedite Crews for Project Substantial Completion	\$15,007.64
15. COR No. 28 – Electrical Infrastructure for Hot Water Dispenser	\$ 1,933.89
16. COR No. 30 – Electrical Infrastructure for Additional Exterior Speakers	\$ 1,138.67
17. COR No. 32 – Revise Electrical to Accommodate Kitchen Appliances	\$ 1,780.96
18. COR No. 33 – Water Line to MAU-01 Equipment and Replace Mop Sink Fixture	\$ 3,310.76
19. COR No. 34 – New Splash Guard at 3-Compartment Sink Fixture	\$ 825.70

New Amount of Contract Including this Change Order: **\$ 1,734,347.65**

0 Additional days/time extension is granted by this change order. The revised contract time is 180 calendar days.

Amendment No. 1 dated September 24, 2024, as follows:

1. COR No. 05 – Plywood and Roof Framing at Hallway
2. COR No. 11 – Shade Structure Rebar Footing Changes
3. COR No. 16 – Removal of Existing Window Coverings
4. COR No. 18 – Furnish and Install Access Control Infrastructure for Doors 1,5,6
5. COR No. 25 – Demolition of Site Concrete
6. COR No. 29 – Fire Suppression Controls
7. COR No. 31 – Grease Hood Electrical Shutdown Interconnection

8. COR No. 37 – Grease Hood Fire Extinguisher
9. COR No. 38 – Miscellaneous Time and Materials Work for Equipment Installation
10. COR No. 42 – Additional Framing at Load Bearing Wall
11. COR No. 43 – Installation of Condensation Line for MAU-1

New Amount of Contract Including this Amendment:

\$ 1,795,212.52

286 Additional days/time extension is granted by this amendment. The revised contract time is 466 calendar days.

TOTAL AMENDED CONTRACT SUM \$ 1,795,212.52

3. The compensation (time and cost) set forth in this Amendment shall constitute 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. Contractor agrees the time extension granted in this Amendment, if any, constitutes complete compensation for all claims of delay through the date of this Amendment, whether listed above or not, and Contractor hereby waives and releases all claims for additional compensation and time extensions arising out of the above listed items and any other claims of delay, disruption or other impacts, known or unknown, including extended field or home office overhead, ripple effect or cumulative impact on all other work within the Scope of the Contract, arising through the date of this Amendment. The signing of the Amendment shall indicate that this 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 to which the Contractor is entitled as a result of the change.
4. All other terms and conditions of the amended Contract shall remain unchanged.
5. 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.

[Signature on Next Page]

**BLOOMINGTON RECREATION AND PARK
DISTRICT**

►

Dawn Rowe, Chair, Board of Directors

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

Lynna Monell, Secretary

By _____
Deputy

Caltech Corp.

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

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

Name Hamid Abghari
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 8732 Westminster Blvd. Suite 2
Westminster, CA 92683

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Noel Mondragon, Division Manager

Date _____

Reviewed/Approved by Department

► _____
David Doublet, Assistant Director

Date _____