



Contract Number

24-1163 A-3

SAP Number

4400026916

Project and Facilities Management

Department Contract Representative	Bohra Kim
Telephone Number	909-387-5000
Contractor	W.E. O'Neil Construction Co. of California
Contractor Representative	Samuel Hernandez
Telephone Number	909-466-5300
Contract Term	670 calendar days after Date of Commencement
Original Contract Amount	\$47,205,837
Amendment No. 3 Amount	\$927,713
Total Revised Contract Amount	\$48,133,550
Cost Center/WBSE	10.10.1533, 10.10.1380, 10.10.1671
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 3
CONTRACT No. 24-1163
PACIFIC VILLAGE CAMPUS DEVELOPMENT PROJECT**

The following are amendments to Contract No.24-1163 with W.E. O'Neil Construction Co. of California for the Pacific Village Campus Development project ("Project").

WHEREAS, a Construction Contract ("Agreement") was entered into between the San Bernardino County ("County"), and W.E. O'Neil Construction Co. of California ("Contractor"), on December 3, 2024 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 encountered the following unforeseen conditions; including but not limited to the fire lane extension, ligature-resistant features, revised civil storm drain, manholes, anti-ligature doors, and SUD access controls, all of which arose after the original scope of work; and

WHEREAS, the Recuperative Care Center transformer constitutes an unforeseen condition required to comply with third-party regulatory code requirements; and

WHEREAS, the civil storm drain revisions were also unforeseen and required redesign to conform to County standards; 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 W.E. O'Neil Construction Co. of California, have been added to the Agreement:

1. Fire lane extension per San Bernardino County Fire Protection District (SBCFD) - After plan submission, Project and Facilities Management Department (PFMD) received a comment from SBCFD directing the addition of a code compliant fire lane to Pacific Village. This change, as well as the associated site modifications required, represented a cost of \$51,192. This fire lane was not included in the original bridging documents.

<u>ADDS</u>	<u>\$</u>	<u>51,192</u>
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2. Substance Use Disorder (SUD) ligature resistant fixtures - After the design phase, the Department of Behavioral Health (DBH) team confirmed that there was a requirement for ligature resistant fixtures and directed that they be added as part of the program. This item is for life safety and programming requirements.

<u>ADDS</u>	<u>\$</u>	<u>69,059</u>
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3. Civil storm drain revision design cost - The storm drain change was driven by unforeseen circumstances with the original storm drain plan by the public works division when it went under review. The original storm drain plan involved running the site drainage west towards Valeria and pumping it to grade. It was stated that the design would have a high failure rate due to the use of sump pumps, high maintenance costs, and it not adhering to county standards for storm drains. After multiple discussions with the associated utilities groups, the city, and public works division, a new design was implemented.

<u>ADDS</u>	<u>\$</u>	<u>176,268</u>
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4. Civil storm drain revision construction cost - The storm drain change was driven by unforeseen circumstances with the original storm drain plan by the public works division when it went under review. The original storm drain plan involved running the site drainage west towards Valeria and pumping it to grade. It was stated that the design would have a high failure rate due to the use of sump pumps, high maintenance costs, and it not adhering to county standards for storm drains. After multiple discussions with the associated utilities groups, the city, and public works division, a new design was implemented.

<u>ADDS</u>	<u>\$</u>	<u>396,007</u>
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5. Added steps at storm drain manholes - During plan check review, one of the Department of Public Works (DPW) inspectors directed a change to the storm drain manholes to adhere to county standard codes; specifically, steps at the manholes. This was directed by the Authority Having Jurisdiction (AHJ).

<u>ADDS</u>	<u>\$</u>	<u>4,524</u>
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6. Storm drain manhole redesign - County Inspector's directive to change the manhole and adhere to county standard 321-2. The plans originally detailed a non-standard manhole design with a different cover. This was directed by the AHJ.

<u>ADDS</u>	<u>\$</u>	<u>2,412</u>
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7. SUD double-action door's anti-ligatures - After the design phase, DBH team confirmed that there was a requirement for ligature resistant fixtures and directed that they be added as part of the program. This item is for life safety and programming requirements.

<u>ADDS</u>	<u>\$</u>	<u>22,865</u>
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8. RCC existing switchgear - The switchgear investigation and replacement was due to unforeseen conditions of the existing switchgear powering the RCC buildings. It was a directive led by the County inspector of record. During one of the field visits, it was noted that the existing switchgear on site that powered the RCC was tampered with, in unsafe condition, not certified, and would not pass inspection by Southern California Edison. Multiple solutions were investigated and the most logical, least time impact, and safest solution was to replace the switchgear with a new one.

<u>ADDS</u>	<u>\$</u>	<u>115,518</u>
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9. SUD access control setup (conduits + wire only) – DBH defined the operational and safety requirements necessary to support the SUD program as the Project has progressed. Through continued coordination and evaluation of building operations, additional measures have been identified as necessary to ensure the facility operates safely, securely, and as intended. The requested access control infrastructure is critical to managing movement throughout the facility and supporting a safe environment for both clients and staff. These modifications reflect necessary refinements based on the evolving understanding of program needs. Incorporating this work during construction is essential to avoid operational limitations at occupancy and significantly higher costs associated with retrofitting these elements after project completion.

<u>ADDS</u>	<u>\$</u>	<u>76,312</u>
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10. SUD access door at hot box room - DBH has defined the operational and safety requirements necessary to support the SUD program as the Pacific Village project has progressed. Through continued coordination and evaluation of building operations, additional measures have been identified as necessary to ensure the facility operates safely, securely, and as intended. The additional access door at the SUD Hot Box improves wellbeing, enhances emergency responsiveness, and ensures the space can function effectively within program operations. These modifications reflect necessary refinements based on the evolving understanding of program needs. Incorporating this work during construction is essential to avoid operational limitations at occupancy and significantly higher costs associated with retrofitting these elements after project completion.

<u>ADDS</u>	<u>\$</u>	<u>13,556</u>
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TOTAL ADDITION TO THIS AMENDMENT: \$927,713

Section 2. The new Contract Sum is \$48,133,550.

Section 3. The Agreement completion date remains 670 calendar days after Date of Commencement.

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
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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 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.

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

W.E. O'Neil Construction Co. of California
(Print or type name of corporation, company, contractor, etc.)

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

Name John Finn
(Print or type name of person signing contract)

Title Chief Operating Officer
(Print or Type)

Dated: _____

Address 300 Continental Blvd., Suite 190
El Segundo, CA, 90245

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Daniel Pasek, Deputy County Counsel	► _____ Bohra Kim, Interim Supervising Project Manager	► _____ Moe Yousif, Interim Director
Date _____	Date _____	Date _____