



Contract Number

23-203 A-1

SAP Number

10.10.1283

Department of Public Works – Special Districts

Department Contract Representative	Jon Aldana
Telephone Number	(909) 386-8801
Contractor	Norstar Plumbing & Engineering Inc.
Contractor Representative	Gary Plummer
Telephone Number	909-481-9488
Contract Term	NTP + 730 Days
Administrative Change Order 1-5 Contract Term	NTP + 784 Days
Amendment No.1 Contract Term	NTP + 814 Days
Original Contract Amount	\$17,788,935.00
Administrative Change Order 1 - 5	\$42,203.59
Amendment No.1 Amount	\$1,736,689.00
Total Contract Amount	\$19,567,827.59
Cost Center	10.10.1283
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 23-203

WHEREAS, on March 14, 2023, the San Bernardino County Board of Supervisors (Board) approved Contract No. 23-203 (Contract) between San Bernardino County (“County”) and Norstar Plumbing and Engineering Inc. (Contractor), to perform the construction services for the Chino Airport Remedial Action Project – Phase One (Project); and

WHEREAS, since the execution of Contract 23-203, 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 100-120, 200-207, 300-315, 400-426, 500-522, 600-627, 700-722, 800-825, 900-905\$17,788,935.00

Administrative Change Order No. 01 signed July 12, 2023, as follows:

1. COR No. 1 – Additional Access Road for Well EW-03 \$ 41,458.24

New Amount of Contract Including this Change Order: **\$17,830,393.24**

0 Additional days/time extension is granted by this change order.

Administrative Change Order No. 02 signed August 2, 2023, as follows:

1. COR No. 2 – Construct New and Remove Existing Percolation Ponds \$165,067.66
2. COR No. 2 – Convey Water to Percolation Ponds \$224,800.00
3. Credit Bid Item 423 – Treated Purged Water Using GAS System (\$ 70,000.00)
4. Credit Bid Item 623 – Install GAS System at EW-3 (\$ 78,000.00)
5. Credit Bid Item 624 – Treated Purged Water Using GAS System (\$130,000.00)
6. Credit Bid Item 823 – Treated Purged Water Using GAS System (\$ 70,000.00)
7. Credit Bid Item 824 – Onsite Disposal of Wastewater, Convey Sod Farm (\$ 41,800.00)

New Amount of Contract Including this Change Order: **\$17,830,460.90**

25 Additional days/time extension is granted by this change order. The revised contract time is 755 calendar days.

Administrative Change Order No. 03 signed February 14, 2024, as follows:

1. COR No. 4 – EW-5 Access Modifications \$ 54,669.03
2. COR No. 5 – Perform Spinner Survey 6 \$ 18,477.89
3. COR No. 7 – Construct Weed Barrier at EW-1, EW-3, EW-4 and EW-5 \$ 11,100.98
4. COR No. 6 – Install Upsized Pump and Piping EW-4 \$ 61,914.57
5. COR No. 11 – Revise Pump Sizes for EW-1A/1B, -2A/2B, -3A/3B,-5A/5B \$ 52,885.54
6. Credit Bid Item 503 – Install and Perform Isolated Zone Testing (\$ 62,000.00)
7. Credit Bid Item 703 – Install and Perform Isolated Zone Testing (\$ 62,200.00)
8. Credit Bid Item 625 – Onsite Disposal of Wastewater (\$ 74,800.00)

New Amount of Contract Including this Change Order: **\$17,830,508.91**

26 Additional days/time extension is granted by this change order. The revised contract time is 781 calendar days.

Administrative Change Order No. 04 signed June 6, 2024, as follows:

1. COR No. 8R1 – New Airport Monument Electrical Sign Conduit	\$ 7,723.76
2. COR No. 10 – Replace Construction Fencing	\$ 3,454.04
3. COR No. 12 – Adjust Raw Water Pipeline at Reach 4 (C-111) per RFI-26	\$ 13,606.98
4. COR No. 13 – Site Revisions at EW-3 per RFI-27	\$ 16,286.38
5. COR No. 14 – 8” CML Pipe Sleeve per RFI-28	\$ 9,444.28
6. COR No. 15 – Revisions to EW-04 Discharge Head	\$ 10,699.04
7. Credit Bid Item 424 – Onsite Disposal of Wastewater	(\$ 6,000.00)
8. Credit Bid Item 625 – Onsite Disposal of Wastewater	(\$ 55,200.00)

New Amount of Contract Including this Change Order: **\$17,830,523.39**

0 Additional days/time extension is granted by this change order.

Administrative Change Order No. 05 signed October 21, 2024, as follows:

1. COR No. 16R1 – Edison Transformer Bollard Revisions	\$ 8,205.77
2. COR No. 17R1 – Realignment of Raw Water Pipeline to Avoid Monument	\$ 71,348.05
3. COR No. 18R1 – CDI-20/CDI-21 Pipeline Isolation	\$ 24,405.38
4. COR No. 19 – Additional Water Conveyance to Percolation Ponds	\$ 21,856.00
5. Credit Bid Item 424 – Onsite Disposal of Wastewater	(\$ 64,000.00)
6. Credit Bid Item 822 – Materia, Equipment and Labor Setup Test Portable GAS System for VOC	(\$ 33,000.00)
7. Credit Bid Item 824 – Onsite Disposal of Wastewater	(\$ 28,200.00)

New Amount of Contract Including this Change Order: **\$17,831,138.59**

3 Additional days/time extension is granted by this change order. The revised contract time is 784 calendar days.

Amendment No. 1 dated November 19, 2024, as follows:

1. COR No. 20 – New Well EW-10 Site	\$1,736,689.00
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New Amount of Contract Including this Amendment: **\$19,567,827.59**

30 Additional days/time extension is granted by this amendment. The revised contract time is 814 calendar days.

TOTAL AMENDED CONTRACT SUM \$ 19,567,827.59

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]

IN WITNESS WHEREOF, the County and Contractor have caused this Amendment to be executed by their respective authorized officers.

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

Norstar Plumbing and Engineering Inc.

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

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

Name Sue Plummer
(Print or type name of person signing contract)

Title VP, Sec. Treas
(Print or Type)

Dated: _____

Address 8780 19th St. #310
Alta Loma, CA 91701

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Sophie A. Curtis, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Noel Mondragon, Division Manager
Date _____

Reviewed/Approved by Department
►

David Doublet, Assistant Director
Date _____