



Contract Number

24-763 - A1

SAP Number

10.10.1257

Project and Facilities Management

Department Contract Representative	Gloria Loofbourrow
Telephone Number	(909) 387 - 5000
Contractor	Rasmussen Brothers Construction, Inc.
Contractor Representative	Michael Rasmussen
Telephone Number	760-731-5243
Contract Term	548 Calendar Days
Original Contract Amount	\$2,325,000
Amendment 1 Amount	\$206,924
Total Contract Amount	\$2,531,924
Cost Center	7700003100
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 1
CONTRACT No. 24-763
Prado Regional Park Gatehouse and Monument Sign Replacement Project**

The following are amendments to Contract No. 24-763 with Rasmussen Brothers Construction, Inc. for the Prado Gatehouse and Monument Sign Replacement Project ("Project") in Chino (WBSE No. 10.10.1257).

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Rasmussen Brothers Construction, Inc. ("Contractor"), on August 20, 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: design errors in a stormwater Best Management Practice (BMP) Basin, vandalism on the temporary automated gates that occurred during non-working hours, and miscalculations in electrical power requirements requiring an increased transformer.

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 Contractor, have been added to the Agreement:

1. Labor, materials, and equipment to excavate and install a BMP Basin at the southwest location, which was inaccurately designed as part of the original bid documents, per DOR response to RFI No. 1 Grading at BMP Basin, as instructed by the County (COR #02).

ADDS	\$	144,776
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2. Labor, materials, and equipment to repair the vandalism on the temporary automated gates that occurred during non-working hours, as instructed by the County, (COR #04).

ADDS	\$	1,500
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3. Labor, materials, and equipment to remove the existing switchgear and concrete pad and replace with new increased transformer for revised electrical power requirements that were miscalculated during design. (COR#05)

ADDS	\$	18,065
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4. Labor, materials, and equipment for additional trenching and conduits to connect from the switchgear to the existing pull-box, located beneath the parking lot which requires cutting the asphalt and patching. (COR#07)

ADDS	\$	42,583
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NET ADDITION THIS AMENDMENT \$ 206,924

Section 2. **The new Contract Sum is \$2,531,924**

Section 3. **The Agreement completion date remains February 27, 2026.**

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.

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

Rasmussen Brothers Construction, Inc.
(Print or type name of corporation, company, contractor, etc.)

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

Name **Michael Rasmussen**

(Print or type name of person signing contract)

Title **President**

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Kaleigh Ragon, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Gloria Loofbourrow, Supervising Project Manager
Date _____

Reviewed/Approved by Department
► _____
Don Day, Director PFMD
Date _____