#### THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



### **Contract Number**

24-931 A1

**SAP Number** 

# **Project and Facilities Management**

Department Contract Representative Telephone Number	Gloria Loofbourrow (909) 387 - 5000
Manufacturer	Cora Constructors, Inc.
<b>Contractor Representative</b>	Lynne Cazeault
Telephone Number	760-674-3201
Contract Term	392 Calendar Days
Original Contract Amount	\$410,000
Amendment 1 Amount	\$43,888
<b>Total Contract Amount</b>	\$453,888
Cost Center	10.10.1398
Grant Number (if applicable)	N/A

### IT IS HEREBY AGREED AS FOLLOWS:

# AMENDMENT No. 1 CONTRACT No. 24-931 Lake Gregory San Moritz Prefabricated Restroom

The following are amendments to Contract No. 24-931 with Cora Constructors, Inc. ("Cora" or "Contractor"), for the Lake Gregory San Moritz Prefabricated Restroom Project ("Project").

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Cora, on September 24, 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: removal of an existing tree that was not identified as needing to be removed in the original bid documents; removal of concrete debris that was unknown and buried in the existing hardscape; the addition of a pressure reducing valve due to the existing high water pressure from the main waterline to ensure the restroom was California Plumbing Code compliant; costs associated with the delay in delivery of the prefabricated restroom due to the permitting requirements of the California Department of

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Transportation and California Highway Patrol; and the costs associated with clearing an alternate path for a crane to deliver the prefabricated restroom after it was determined that the existing road would not work due to its location in relation to the site and its inability to support a larger crane.

**WHEREAS**, these conditions and the extent of these conditions were unforeseen, unknown, or the fault of the County and could not have been anticipated by Contractor 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 Cora, have been added to the Agreement:

1.	Labor, tools, material and equipment to cut and dispose of an existing tree not shown in the plans and
	specifications to be removed but confirmed based on the walk with the Regional Parks staff and Project
	Management Department on April 1, 2025, and shown in the Request for Information (RFI) No. 3
	email. (COR#1)

ADDS \$ 9,660

2. Labor, tools, materials and equipment to procure and install a pressure reducing valve due to the excessively high water pressure from the water line that was not shown in the contract bid documents. The valve was verified with Crestline Water District and the mechanical engineer's response via email on May 20, 2025. (COR#3)

ADDS \$ 3,042

3. Labor, materials, and equipment to remove large concrete debris that was discovered during the trenching activities for the underground utilities but was hidden and not originally shown in the contract documents. (COR#04).

ADDS \$ 4,710

**4.** Labor, and equipment for the delays in the trench work caused by an electrical duct bank and corrugated pipe that were in zone of excavation for the sewer mainline connection. The location of the duct bank and pipe were not identified in the contract documents at bid time. (COR#05)

ADDS \$ 3,982

5. Costs for the temporary site fencing and rental equipment during a delay in delivery of the prefabricated restroom due to the permitting requirements of the California Department of Transportation and California Highway Patrol. (COR#08)

ADDS \$ 17,614

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6. Labor, material, and equipment to create an accessible pathway for the crane to place the prefabricated restroom after it was determined that the existing road would not work due to its location in relation to the site and its inability to support a larger crane. (COR#10)

ADDS \$ 4,880

# **NET ADDITION THIS AMENDMENT \$ 43,888**

## Section 2. The new Contract Sum is \$453,088

Section 3. The total Contract Time is increased by 27 days, extending the Contract completion date from October 25, 2025 to November 21, 2025.

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.

[Signatures on the following page.]

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AN BERNARDINO COUNTY	Cora Constructors, Inc. (Print or type name of corporation, company, contractor, etc.)	
awn Rowe, Chair, Board of Supervisors	By (Authorized signature - sign in blue ink)	
	Lynne Cazeault	
ated:	Name	
GNED AND CERTIFIED THAT A COPY OF THIS	(Print or type name of person signing contract)	
OCUMENT HAS BEEN DELIVERED TO THE HAIR OF THE BOARD	Title Operations Manager	
Lynna Monell	(Print or Type)	
Clerk of the Board of Supervisors San Bernardino County	(Рин от туре)	
/Deputy	Dated:	
Deputy		
	Address	

# FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Kaleigh Ragon, Deputy County Counsel	Gloria Loofbourrow, Supervising Project Manager	► Don Day, Director PFMD
Date	Date	Date

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