



**Contract Number**

23-929 - A4

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Charles Brammer
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Angeles Contractor, INC
<b>Contractor Representative</b>	Young Kang, President / Secretary
<b>Telephone Number</b>	(626) 923-3800
<b>Contract Term</b>	393 Days
<b>Original Contract Amount</b>	\$9,115,000
<b>Prior Change Orders/Amendments</b>	\$1,276,615
<b>Amendment Amount</b>	\$281,412
<b>Total Contract Amount</b>	\$10,673,027
<b>Cost Center</b>	7700003100
<b>Grant Number (if applicable)</b>	N/A

*IT IS HEREBY AGREED AS FOLLOWS:*

**AMENDMENT No. 4**  
**CONTRACT No. 23-929**  
**PROJECT NAME Sheriff Colorado River Station Remodel**

The following are amendments to Contract No. 23-929 with Angeles Contractor, Inc. for the Sheriff Colorado River Station Remodel Project ("Project").

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Angeles Contractor, Inc. ("Contractor"), on August 22, 2023 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; differing site conditions and incorrectly framed structural openings as stipulated in Change Order Requests (COR) Nos. 55, 56, 57, 58, 60, 61, 62, 63, 65, 66 and 67; 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 Angeles Contractor, Inc., have been added to the Agreement:

1. Labor, material, and equipment to furnish and install data and receptacles for Live Computer Scan Machine not shown on contract bid documents at the time of bid, as instructed by the County (COR #55).

ADDS	\$	1,900
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2. Labor, materials, and equipment to add three (3) new can lights in Records Office not shown in the contract bid documents at the time of bid, per Designer of Records (DOR) response to Request for Information (RFI) No. 118 (COR #56).

ADDS	\$	2,682
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3. Labor, materials, and equipment to provide temporary generators to provide power to adjacent site buildings including the Jail, Court Chambers, Probation, Court, Library, City of Needles Council and City of Needles Recreation Center not shown in the contract bid documents at the time of bid, as instructed by the County (COR #57).

ADDS	\$	84,180
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4. Labor, material, and equipment to purchase and install two (2) 60" Hunter Fans not shown in the contract bid documents at the time of bid, per DOR Change Order Bulletin (CCB) # 8, as instructed by the County (COR #58).

ADDS	\$	3,693
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5. Labor, materials, and equipment to provide spread footings in two (2) locations needed for the solar carports due to unforeseen underground conditions not shown in the contract bid documents at the time of bid, per DOR response to RFI 151R1, as instructed by the County, (COR #60)

ADDS	\$	20,183
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6. Labor, materials, and equipment to install Shaw MRP, Moisture Tex and Ecologixs carpet tile not shown in the contract bid documents at the time of bid, per DOR response to RFI 109.1, as instructed by the County, (COR #61).

ADDS	\$	73,308
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7. Credit to the County to delete scope of work related to a procurement and installation of a temporary door for the IDF Room, as instructed by the County, (COR #62).

DEDUCT	\$	(1,002)
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8. Labor, materials, and equipment to relocate transformer 2 and Panel A, not shown in the contract bid documents at time of bid per DOR response to CCB 16, as instructed by the County (COR #63)

<u>ADD</u>	<u>\$</u>	<u>30,809</u>
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9. Labor, material, and equipment to extend temporary generator rental three (3) weeks due to changes from CCB #16 to procure and install weatherproof panel enclosure needed to finalize switchover, not shown in the contract bid documents at time of bid, per DOR response to CCB 16, as instructed by the County, (COR #65).

<u>ADDS</u>	<u>\$</u>	<u>9,308</u>
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10. Labor, material, and equipment to add two (2) additional cameras on the solar carport as well as provide underground 1" conduit and junction boxes to include trenching, sawcut, concrete demo and backfill, not shown in the contract bid documents at time of bid, per DOR response to CCB 14, as instructed by the County, (COR #66).

<u>ADDS</u>	<u>\$</u>	<u>38,090</u>
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- 11 Labor, material, and equipment to install audio alarm mechanism including two (2) additional card readers in Evidence Office and Evidence Secured Storage Rooms, not shown in the contract bid documents at time of bid, as instructed by the County, (COR #67).

<u>ADDS</u>	<u>\$</u>	<u>18,261</u>
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**NET ADDITION THIS AMENDMENT \$ 281,412**

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$10,673,027.**

Section 3. **The Agreement completion date remains June 4, 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 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 Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

SAN BERNARDINO COUNTY

Angeles Contractor, INC.

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

►

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

By ►

*(Authorized signature - sign in blue ink)*

Name Young Kang

*(Print or type name of person signing contract)*

Title President / Secretary

*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Daniel Pasek, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Charles Brammer, Supervising Project Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Don Day, Director, PFMD

Date \_\_\_\_\_