



Contract Number

23-929 A-1

SAP Number

Project and Facilities Management Department Project Management

Department Contract Representative	<u>Charles Brammer</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Angeles Contractor, Inc.</u>
Contractor Representative	<u>Young Kang President/Secretary</u>
Telephone Number	<u>(626) 923-3800</u>
Contract Term	<u>393 Days</u>
Original Contract Amount	<u>\$9,115,000</u>
Prior Authorized Amendment	<u>\$0.00</u>
Prior Authorized Change Order	<u>\$373,654</u>
Total Contract Prior to Amendment	<u>\$9,488,654</u>
Amendment Amount	<u>\$133,119</u>
Total Revised Contract Amount	<u>\$9,621,773</u>
Cost Center	<u>7700003100</u>
Project Name	<u>Sheriff Colorado River Station Remodel</u>
WBSE	<u>10.10.1220</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 1
CONTRACT No. 23-929
Sheriff Colorado River Station Remodel Project**

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 based on differing site conditions from the As-Built plans and Utility Location Plan (GPR) that showed 4" and 3" domestic water lines that were also shown on bid plans. There is a need to install 6" UG fire water utility lines per the new site utility drawings dated 2-14-24 to meet current fire life safety code per Designer of Record (DOR) responses to Request for Information (RFI) Nos. 8 and 12 (COR 015); 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:

NET ADDITION THIS AMENDMENT \$ 133,119

Section 2. **The new Contract Sum is \$9,621,773.**

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.

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SAN BERNARDINO COUNTY

Angeles Contractor, Inc.

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

► _____
Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Name Young Kang
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title President/Secretary
(Print or Type)

By _____
Deputy

Dated: _____

Address 783 Phillips Drive
City of Industry, CA 91748

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Julie Surber, Principal Assistant County Counsel	► _____ Charles Brammer, Supervising Project Manager	► _____ Don Day, Director PFMD
Date _____	Date _____	Date _____