



Contract Number

23-835 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	<u>Scott Hughes</u>
Telephone Number	<u>909 385-5000</u>
Contractor	<u>Oakview Constructors Inc.</u>
Contractor Representative	<u>Tamara Cummins</u>
Telephone Number	<u>606 795-0990</u>
Contract Term	<u>365 Days</u>
Original Contract Amount	<u>\$7,682,000</u>
Prior Authorized Amendment	<u>\$0</u>
Prior Authorized Change Order	<u>\$0</u>
Total Contract Prior to Amendment	<u>\$7,682,000</u>
Amendment Amount	<u>\$134,787</u>
Total Revised Contract Amount	<u>\$7,816,787</u>
Cost Center	<u></u>
Project Name	<u>County Fire Station 226 New Build</u>
WBSE	<u>10.10.1032</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. No. 01

CONTRACT No. 23-835

PROJECT NAME: County Fire Station 226 New Build

The following are amendments to Contract No. 23-835 with Oakview Constructors Inc. for the County Fire Station 226 New Build ("Project").

WHEREAS a construction contract ("Agreement") was entered into between the San Bernardino County Fire Protection District ("District"), and Oakview Constructors Inc. ("Contractor"), on August 8, 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, debris removal, additional potholing on Del Rosa Ave. to identify underground utilities, SCE New Electrical tie in on Del Rosa Ave. as stipulated in Proposed Change Order (PCO) No. 3, 7 and 9, 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 Oakview Constructors Inc., have been added to the Agreement:

- 1. Labor, materials, and equipment to address unforeseen site conditions for debris removal not identified on plans (PCO.03).

ADDS	\$6,833
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- 2. Labor, materials, and equipment to address unforeseen site condition for potholing on Del Rosa Ave for water tie in not identified on plans (PCO.07).

ADDS	\$21,267
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- 3. Labor, materials, and equipment to address SEC Electrical for a new electrical service requirements not identified on plans (PCO.08).

ADDS	\$106,687
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NET ADDITION THIS AMENDMENT	\$134,787
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Section 2. **The new Contract Sum is \$ 7,816,787.**

Section 3. **The Agreement completion date remains August 8, 2024.**

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.

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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 FIRE PROTECTION
DISTRICT

(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 _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Daniel Pasek, Deputy County Counsel

►

Scott Hughes, Supervising Project Manager

►

Don Day, Director PFMD

Date _____

Date _____

Date _____