

Contract Number

A-1 23-1200

SAP Number

30.30.0023

Board Governed County Service Areas

Department Contract Representative Jon Aldana
Telephone Number 909-386-8801

Contractor Ferreira Construction Co., Inc.
dba Ferreira Coastal
Construction Co.
Contractor Representative Nelson Ferreira
Telephone Number (909) 606-5900
Original Contract Term NTP + 210 Calendar Days
Original Contract Amount \$1,187,964.00
Change Orders Nos. 1-4 Amount \$66,470.81
Amendment No. 1 Amount \$38,432.49
Total Contract Amount \$1,292,867.30
Cost Center 4200004570
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1
TO
CONTRACT NO. 23-1200

WHEREAS, on November 14, 2023 (Item No. 83), the San Bernardino County Board of Supervisors (Board) approved Contract No. 23-1200 (Contract) between San Bernardino County Service Area 64 – Spring Valley Lake (“District”) and Ferreira Construction Co., Inc. (Contractor), to perform the construction services for the County Service Area 64 - Spring Valley Lake Lakeview Lift Station Renovation Project (Project); and

WHEREAS, since the execution of Contract 23-1200, the Project has encountered certain constructability issues, plan omissions, and plan conflicts thereby adding cost to the Project; 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, necessitated additional work to complete the construction of the Project, and the need for this Amendment; and

WHEREAS, Contractor has reviewed the proposed additional construction services and work requested by District to be performed and Contractor agrees to perform the additional construction services and work for the additional compensation and time as set forth below;

NOW, THEREFORE, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree the Contract is hereby amended as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. DELETE Contract Section 4.1.1 "Total Compensation" and REPLACE it with a new Section 4.1.1, which shall now read as follows:

4.1.1 Total Compensation. District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

BASE BID (Items 1-27) \$1,187,964.00

TOTAL CONTRACT SUM \$1,187,964.00

Administrative Change Order No. 01, signed October 10, 2024, as follows:

1. COR No. 1 – Time Extension \$ 0.00

New Amount of Contract Including this Change Order: \$1,187,964.00

243 Additional days/time extension is granted by this change order. The revised contract time is 453 calendar days.

Administrative Change Order No. 02, signed April 8, 2025, as follows:

1. COR No. 2 – Time Extension \$ 0.00

New Amount of Contract Including this Change Order: \$1,187,964.00

60 Additional days/time extension is granted by this change order. The revised contract time is 513 calendar days.

Administrative Change Order No. 03, signed May 14, 2025, as follows:

1. COR No. 3– 16" PVC Casing with Slurry Backfill \$ 60,000.00

New Amount of Contract Including this Change Order: \$1,247,964.00

30 Additional days/time extension is granted by this change order. The revised contract time is 543 calendar days.

Administrative Change Order No. 04, signed July 1, 2025, as follows:

1. COR No. 4– Concrete Floor in Lift Station \$ 6,470.81

New Amount of Contract Including this Change Order: \$1,254,434.81

0 Additional days/time extension is granted by this change order. The contract time is 543 calendar days.

Amendment No. 1 dated August 19, 2025, as follows:

1. COR No. 5 – Epoxy Finish Revisions Due to Water Intrusion	\$ 38,432.49
New Amount of Contract Including this Amendment:	<u>\$1,292,867.30</u>

120 Additional days/time extension is granted by this amendment. The revised contract time is 663 calendar days.

TOTAL AMENDED CONTRACT SUM \$1,292,867.30

3. The compensation (time and cost) set forth in this Amendment shall constitute 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. Contractor agrees the time extension granted in this Amendment, if any, constitutes complete compensation for all claims of delay through the date of this Amendment, whether listed above or not, and Contractor hereby waives and releases all claims for additional compensation and time extensions arising out of the above listed items and any other claims of delay, disruption or other impacts, known or unknown, including extended field or home office overhead, ripple effect or cumulative impact on all other work within the Scope of the Contract, arising through the date of this Amendment. The signing of the Amendment shall indicate that this 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 to which the Contractor is entitled as a result of the change.
4. All other terms and conditions of the amended Contract shall remain unchanged.
5. 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.
6. This Amendment No. 1 to the Contract shall take effect on the date it is signed and approved by authorized officers of both the District and the Contractor
7. All other terms and conditions of Contract No. 23-1200 remain in full force and effect.
8. 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 Contract. 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.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 64 – SPRING VALLEY LAKE

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

►

Dawn Rowe, Chair

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

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

Name Brandon Pensick
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board

Title Senior Vice President
(Print or Type)

By _____
Deputy

Dated: Aug 13,2025

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Aaron Gest, Deputy County Counsel

►

Noel Mondragon, Division Manager

►

David Doublet, Assistant Director

Date _____

Date _____

Date _____