



**Contract Number**

24-690 - A1

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Charles Brammer
<b>Telephone Number</b>	(909) 387 - 5000
<b>Contractor</b>	Griffith Company
<b>Contractor Representative</b>	Dan W. Leeper
<b>Telephone Number</b>	(562) 929-1128
<b>Contract Term</b>	365 Days
<b>Original Contract Amount</b>	\$6,861,100
<b>Amendment Amount</b>	\$713,801
<b>Total Contract Amount</b>	\$7,574,901
<b>Cost Center</b>	7700003100
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

### **AMENDMENT No. 1 CONTRACT No. 24-690**

#### **Sheriff/Coroner/Public Administrator's Emergency Vehicle Operations Center Asphalt & Lighting Replacement**

The following are amendments to Contract No. 24-690 with Griffith Company for the Sheriff/Coroner/Public Administrator's (Sheriff) Emergency Vehicle Operations Center (EVOC) Asphalt & Lighting Replacement Project ("Project").

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Griffith Company ("Contractor"), on July 23, 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 was requested to complete additional scope of work as stipulated in Change Order Request (COR) No. 04 related to habitat protections and subsurface conditions that were unknown and unforeseeable at the time of

contract award. The Sheriff EVOC Driver Training Facility is located within a wildlife habitat that requires the protection of the endangered San Bernardino Kangaroo rat. Furthermore, the facility is also constructed over high pressure fuel lines owned and maintained by Kinder Morgan. Finally, the site is built in the Cajon Wash Lytle Creek Hydrologic Area, that receives natural river and creek flows and subject to flooding events as Cajon Creek drains the mountains adjacent to Cajon Pass descending from the Baldy Mesa and the east slopes of the San Gabriel Mountain. The soil consists of Psamments, which is unconsolidated sand deposits and Soboba Stony loamy sand and is susceptible to ground movement.

**WHEREAS**, the site has experienced on-going water erosion caused by rainfall, snowmelt, runoff or lack of proper irrigation that has caused soil, gully, sheet, rill and stream erosion leading to downstream effects of flooding and sedimentation impacting the vegetation, habitat and wetlands. Natural seismic events have also caused ground shifts further exacerbating concerns. During excavation and grading, discoveries of subsurface conditions confirmed severe environmental degradation.

**WHEREAS**, to address the on-going water and soil erosion and to protect the wildlife habitat and wetlands, new drainage improvements, vegetation control and new asphalt and concrete pavement need to be added in key areas to ensure compliance with California Department of Fish and Wildlife, United States Corps of Engineers that have federal jurisdiction corresponding with plant and wildlife. Redesign of a small section of asphalt concrete pavement due to existing high pressure fuel lines were required by Kinder Morgan due to differing site conditions found in San Bernardino County record drawings. The new pavement areas require new stall striping and light improvements to meet 2022 California Building, Electrical and Energy Codes. The Sheriff requested guard rails, signage and railroad lights with loops to provide additional driver safety improvements to meet Caltrans standard and departmental requirements, 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 Griffith Company, have been added to the Agreement:

1. Labor, material, and equipment to provide for Delta 1 new scope of work consisting of new asphalt/concrete (A/C) pavement in front of the east parking lot and between container and storage buildings, add new parking stall striping, add new drain to address low point, add new guard rails, add new directional signage, add vegetation control with 10 foot setback, add three (3) new parking lot lights, add two (2) new solar lights with poles, and perform initial investigations if the railroad lights can be repaired and to determine the feasibility of adding new loops, install new concrete curb across from the Rattle Snake Building and repair cracked concrete by flag pole not shown in the contract bid documents at the time of bid, as instructed by County (COR #04).

ADDS	\$	713,801
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**NET ADDITION THIS AMENDMENT \$ 713,801**

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$7,574,901**

Section 3. **The Agreement completion date remains September 3, 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

►  
\_\_\_\_\_  
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

Griffith Company  
\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►  
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dan W. Leeper

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title Regional Manager  
\_\_\_\_\_  
(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 \_\_\_\_\_