

Contract Number

23-785 A-1

SAP Number

30.30.0136

Bloomington Recreation & Park District

Department Contract Representative	Jon Aldana
Telephone Number	909-386-8801
Contractor	Horizons Construction Co. Int'l Inc.
Contractor Representative	Hatem Ibrahim, President
Telephone Number	714-626-000
Original Contract Term	NTP + 120 Calendar Days
Amendment No. 1 Contract Terms	NTP + 172 Calendar Days
Original Contract Amount	\$1,978,376.00
Administrative Change Orders 1 - 3	\$111,042.10
Amendment No. 1	\$23,000.00
Total Contract Amount	\$2,112,418.10
Cost Center	30.30.0136
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 1
CONTRACT NO. 23-785**

WHEREAS, on July 25, 2023, the San Bernardino County Board of Supervisors (Board) approved Contract No. 23-785 (Contract) between Bloomington Recreation and Park District ("District") and Horizons Construction Co. Int'l, Inc., Inc. (Contractor), to perform the construction services for the Bloomington Recreation and Park District – Kessler Park Corridor Project (Project); and

WHEREAS, since the execution of Contract 23-785, 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, and these conditions have necessitated the execution of 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 ITEMIZED BID (Items 1-29)	\$ <u>1,082,367</u>
ADDITIVE ITEMIZED BID No. 1 (Items 1-5)	\$ <u>66,825</u>
ADDITIVE ITEMIZED BID No. 2 (Items 1-3)	\$ <u>208,500</u>
ADDITIVE ITEMIZED BID No. 3 (Items 1-5)	\$ <u>172,384</u>
ADDITIVE ITEMIZED BID No. 4 (Items 1-2)	\$ <u>137,780</u>
ADDITIVE ITEMIZED BID No. 5 (Items 1-2)	\$ <u>178,990</u>
ADDITIVE ITEMIZED BID No. 6 (Items 1-2)	\$ <u>131,530</u>

TOTAL: BASE BID + ADDITIVE BID No. 1 + ADDITIVE BID No. 2 + ADDITIVE BID No. 3 + ADDITIVE BID No. 4 + ADDITIVE BID No. 5 + ADDITIVE BID No. 6 **\$ 1,978,376**

Administrative Change Order No. 01 signed January 29, 2024, as follows:

1. COR No. 1 – Temporary HC Parking and Ramp	\$ 4,912.84
2. COR No. 2 – Additional Tree Removal (Linden St.)	\$ 2,503.96
3. COR No. 3 – Brush Removal & Clean-up (13 th St. debris pile)	\$ 1,492.43
4. COR No. 4 – Remove & Replace Concrete North of Snack Bar	\$ 6,898.32
5. COR No. 5 – Demo Electrical Enclosure (at Field 4)	\$ 2,763.75
6. COR No. 11 – Electrical Pull Box Extension	\$ 2,728.58
7. COR No. 12 – Remove & Replace Concrete at Main Park Entrance	\$ 6,080.25
8. COR No. 15 – Furnish & Install Quick Coupler Valve & Valve Box	\$ 2,175.07
9. COR No. 16 – Furnish & Install Additional Electrical Pull Boxes & Conduit	\$ 9,371.22
10. COR No. 18 – Extend Electrical Infrastructure into Snack Bar	<u>\$ 2,108.39</u>

New Amount of Contract Including this Change Order: **\$ 2,019,410.81**

15 Additional days/time extension is granted by this change order. The revised contract time is 135 calendar days.

Administrative Change Order No. 02 signed February 15, 2024, as follows:

1. COR No. 10 – Remove (E) Soil and Replace with Decomposed Granite	\$ 3,686.44
2. COR No. 13 – Relocate 10ft Sliding Gate, New 1ft Swing Gate and New 10ft Cantilever Gate	\$22,811.22
3. COR No. 17 – Provide one (1) new Flagpole	\$24,178.45
4. COR No. 12 – Remove and Replace Concrete North of Snack Bar	\$ -718.57

New Amount of Contract Including this Change Order: **\$ 2,069,368.35**

0 Additional days/time extension is granted by this change order. The revised contract time is 135 calendar days.

Administrative Change Order No. 03 signed May 29, 2024, as follows:

1. COR No. 19R1– Expedite Paving Installation	\$20,049.75
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New Amount of Contract Including this Change Order: **\$ 2,089,418.10**

0 Additional days/time extension is granted by this change order. The revised contract time is 135 calendar days.

Amendment No. 1 dated January 24, 2023, as follows:

1. COR No. 6– Additional Excavation Below Parking Lot Footings
2. COR No. 8 – Repair Broken Irrigation Control Wiring
3. COR No. 9– Repair Broken Musco Sports Light Electrical Wiring
4. COR No. 14– Additional Demolition of Existing Structures Located at New Trash Enclosure
5. COR No. 21– Demolition and Disposal of Existing Unforeseen Concrete Structure at North Planter
6. COR No. 23– Replace Grass Turf with Decomposed Granite
7. COR No. 24– Removal of Handicap Parking Posts
8. COR No. 25– Demolition of Existing Musco Sports Light Footing Concrete
9. COR No. 27– Additional Irrigation Sprinkler Devices
10. COR No. 28– Eliminate Concrete Mow Curb at Perimeter Fence
11. COR No. 29– Additional Concrete Curb at Sliding Gates
12. Temporary Removal of Damaged Musco Sports Lighting
13. Reimbursement of District Cost Due to Damaged Musco Sports Lighting
14. Eliminate 90 Day Landscape Establishment/Maintenance Period

New Amount of Contract Including this Amendment: **\$ 2,112,418.10**

37 Additional days/time extension is granted by this amendment. The revised contract time is 172 calendar days.

TOTAL AMENDED CONTRACT SUM \$ 2,112,418.10

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.

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

IN WITNESS WHEREOF, the District and Contractor have caused this Amendment to be executed by their respective authorized officers.

BLOOMINGTON RECREATION AND PARK DISTRICT

►

Dawn Rowe, Chair, Board of Directors

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

By _____
Deputy

Horizons Construction Co. Int'l., Inc.

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

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

Name Hatem Ibrahim
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 432 W. Meats Ave.
Orange, CA 92865

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Aaron Gest, County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Noel Mondragon, Division Manager
Date _____

Reviewed/Approved by Department
► _____
David Doublet, Assistant Director
Date _____