



Contract Number

24-837 - A1

SAP Number

Project and Facilities Management

Department Contract Representative	Gloria Loofbourrow
Telephone Number	(909) 387 - 5000
Contractor	R.E. Schultz Construction, Inc.
Contractor Representative	Richard Schultz
Telephone Number	714-649-2627
Contract Term	365 Calendar Days
Original Contract Amount	\$1,643,350
Amendment 1 Amount	\$95,230
Total Contract Amount	\$1,738,580
Cost Center	7700003100
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1
CONTRACT No. 24-837

Glen Helen Island Tower Building Demolition and Amenity Installation

The following are amendments to Contract No. 24-837 with R.E. Schultz Construction, Inc. (R.E. Shultz) for the Glen Helen Island Tower Building Demolition and Amenity Installation Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and R.E. Schultz ("Contractor"), on September 10, 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 encountered the following unforeseen conditions: damaged existing utilities that require a new pull box and electrical wires, the demolition of six additional trees that impact the playground foundation, and the demolition of an existing snack bar that was mistakenly not included in the site demolition drawings.

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 R.E. Schultz, have been added to the Agreement:

1. Labor, materials, and equipment to remove additional trees that were not included in the original demolition plans, but are affecting the playground foundation and required to be removed for the site grading, as instructed by the County, (COR #03)

ADDS	\$ 10,350
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2. Labor, materials, and equipment to demolish the existing snack bar and concrete footings and install new retention wall that was mistakenly not included in the original site demolition drawings, (COR #04).

ADDS	\$ 78,540
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3. Labor, materials, and equipment to install new wires and a pull box due to the conditions of the existing utilities which was originally intended to be reused, as instructed by the County, (COR #05).

ADDS	\$ 6,340
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NET ADDITION THIS AMENDMENT \$ 95,230

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$1,738,580**

Section 3. **The Agreement completion date remains September 10, 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 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.

SAN BERNARDINO COUNTY

R.E. Shultz Construction, Inc.

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



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

By

(Authorized signature - sign in blue ink)

Name Richard Schultz
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form



Kaleigh Ragon, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Gloria Loofbourrow, Supervising Project Manager

Date _____

Reviewed/Approved by Department



Don Day, Director PFMD

Date _____