



Contract Number

25-101-A2

SAP Number

4400027602

Project and Facilities Management

Department Contract Representative Charles Brammer
Telephone Number (909) 387-5000

Contractor Dalke & Sons Construction, Inc.
Contractor Representative Barry Dalke, Vice President
Telephone Number (951) 274-9880
Contract Term 512 Days
Original Contract Amount \$6,692,000.00
Amendment No.1 Amount \$179,318.37
Change Order No. 1 Amount \$21,990.12
Amendment No. 2 Amount \$247,572.05
Total Contract Amount \$7,140,880.54
Cost Center 10.10.1493
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 2
CONTRACT No. 25-101
Sheriff Scientific Investigations Division (SID) Orange and Blue Labs Remodel Project**

The following are amendments to Contract No. 25-101 with Dalke & Sons Construction, Inc. for the Sheriff Scientific Investigations Divisions (SID) Orange and Blue Labs Remodel Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Dalke & Sons Construction, Inc. ("Contractor"), on February 11, 2025, to perform certain work as described in the Project Bid Documents for construction of the Project; and,

WHEREAS, following the award of the Agreement and during the course of construction, the Contractor encountered the following unforeseen conditions: errors in the As-Built drawings, unexpected weather events, and meet Title 24 and current building code and updated requirements from San Bernardino County Fire Protection District for California Building Code compliance; 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 Contractor, have been added to the Agreement:

1. Labor, material, and equipment to complete demolition and replacement of existing laboratory waste glass pipe system with schedule 80 polypropylene plumbing pipe system and complete concrete patch work discovered during demolition, per Designer of Record (DOR) response to Request for Information (RFI) No. 36 Glass Transition Fitting, not shown in the contract bid documents at the time of bid (COR #019 R2).

<u>ADDS</u>	<u>\$</u>	<u>198,553.45</u>
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2. Labor, material, and equipment to water mitigation, due to unforeseen weather conditions and preexisting building cracks, requiring import of gravel and soil drying agent to meet soil compaction, which was outside the scope of work detailed in the bid documents (COR #020).

<u>ADDS</u>	<u>\$</u>	<u>38,747.94</u>
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3. Labor, material, and equipment to complete epoxy infill of concrete masonry unit (CMU) walls to address existing building cracks, due to unforeseen conditions, per DOR response to RFI 42 Fracture Cracks in Existing CMU Wall, not shown in the contract bid documents at the time of bid (COR #021).

<u>ADDS</u>	<u>\$</u>	<u>2,865.00</u>
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4. Labor, material, and equipment to procure and install five (5) 18" dry barrel pendent dry fire sprinkler heads as required by San Bernardino County Fire Protection District, which was outside the scope of work detailed in the bid documents (COR #022).

<u>ADDS</u>	<u>\$</u>	<u>7,405.66</u>
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NET ADDITION THIS AMENDMENT \$ 247,572.05

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$7,140,880.54**

Section 3. **The Agreement completion date is extended by 89 calendar days, from April 30, 2026, to July 28, 2026. This time extension is agreed upon to cover the scope of work described in this Amendment No. 2 and Change Order No. 2.**

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 Contract Time is the agreed upon period of time allotted to Contractor to achieve completion of the entire scope of work, without the imposition of liquidated damages. Extensions of the Contract Time are permitted by

section 3.1 of the Contract, subject to written approval of the County. At all times the Contract as a whole remains in full force and effect until all issues relating to the Contract have been resolved. 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

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Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dalke & Sons Construction, Inc.
(Print or type name of corporation, company, contractor, etc.)

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

Name Barry Dalke
(Print or type name of person signing contract)

Title Vice President
(Print or Type)

Dated: _____

Address 4585 Allstate Drive
Riverside, CA 92501

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Kaleigh Ragon, Deputy County Counsel,
Date _____

Reviewed for Contract Compliance
►
Charles Brammer, Supervising Project Manager
Date _____

Reviewed/Approved by Department
►
Moe Yousift, Interim Director, PFMD
Date _____