



Contract Number

A-1 24-1252

SAP Number

30.30.0168

Department of Public Works – Special Districts

Department Contract Representative	Jon Aldana
Telephone Number	386-8801
Contractor	Canyon Springs Enterprises
Contractor Representative	Thomas Uppena
Telephone Number	(951) 925-2288
Original Contract Term	NTP + 120 Calendar Days
Original Contract Amount	\$536,000
Change Orders Nos. 1-3 Amount	\$39,299.13
Amendment No. 1 Amount	\$15,669.01
Total Contract Amount	\$590,968.14
Cost Center	1050003604 / 30.30.0168
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1
TO
CONTRACT NO. 24-1252

WHEREAS, on December 17, 2024, the San Bernardino County Board of Supervisors (Board) approved Contract No. 24-1252 (Contract) between San Bernardino County ("County") and Canyon Springs Enterprises (Contractor), to perform the construction services for the Prado East Wells Project (Project); and

WHEREAS, since the execution of Contract 24-1252, 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 County 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 1-44)	\$ 536,000.00
TOTAL CONTRACT SUM	<u>\$ 536,000.00</u>

Administrative Change Order No. 01, signed April 2, 2025, as follows:

1. COR No. 2 – Well Pump Panel Upgrades	\$ 4,252.52
New Amount of Contract Including this Change Order:	<u>\$ 540,252.52</u>

0 Additional days/time extension is granted by this change order.

Administrative Change Order No. 02, signed April 30, 2025, as follows:

1. COR No. 1 – Fence Addition	\$ 21,304.23
2. COR No. 3 – Southern California Edison Plan Changes	\$ 12,321.15
New Amount of Contract Including this Change Order:	<u>\$ 573,877.90</u>

0 Additional days/time extension is granted by this change order.

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

1. COR No. 4– Property Corner Surveying	\$ 1,421.23
New Amount of Contract Including this Change Order:	<u>\$ 575,299.13</u>

0 Additional days/time extension is granted by this change order.

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

1. COR No. 5 – Gravel Tube Exploration Excavation	\$ 2,903.75
2. COR No. 6 – Southern California Bollards	\$ 12,765.26
New Amount of Contract Including this Amendment:	\$ 590,968.14

120 Additional days/time extension is granted by this amendment. The revised contract time is 240 calendar days.

TOTAL AMENDED CONTRACT SUM **\$ 590,968.14**

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. 24-1252 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.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 09 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy
SAN BERNARDINO COUNTY, CA

Canyon Springs Enterprises

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

By *Tom Uppena*
Tom Uppena (Aug 28, 2025 06:19:00 PDT)
(Authorized signature - sign in blue ink)

Name Tom Uppena
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 08/25/25

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Aaron Gest*
Aaron Gest, Deputy County Counsel

Date 08/25/25

Reviewed for Contract Compliance

► *[Signature]*
Noel Mondragon, Division Manager

Date 08/25/25

Reviewed/Approved by Department

► *David R. Doublet*
David Doublet, Assistant Director

Date 08/25/25