



**Contract Number**

24-1029 - A1

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Gloria Loofbourrow
<b>Telephone Number</b>	(909) 665-3104
<b>Contractor</b>	PUB Construction, Inc.
<b>Contractor Representative</b>	Chris Yi
<b>Telephone Number</b>	(909) 455-0187
<b>Contract Term</b>	375 Calendar days from NTP
<b>Original Contract Amount</b>	\$576,932
<b>Amendment 1 Amount</b>	\$65,439
<b>Total Contract Amount</b>	\$642,371
<b>Cost Center</b>	7700003100
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 1**  
**CONTRACT No. 24-1029**  
**Prado RV Restroom Remodel Project**

The following are amendments to Contract No. 24-1029 with PUB Construction, Inc. for the Prado RV Restroom Remodel Project ("Project").

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and PUB Construction, Inc. ("Contractor"), on October 22, 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; differing site conditions with oversized slabs and footings, design omission of water shut off valves for each restroom, design omission of concrete benches and trash receptacles, remobilization for plumbing and electrical safe-off and extended site security fencing rental due to delays for unforeseen transformer removal and relocation by others.

**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 PUB Construction, Inc., have been added to the Agreement:

1. Labor, material, and equipment for additional demolition, haul-off, and import additional soil for unforeseen oversized slabs and footing for restroom No. 8 identified during demolition (COR #1).

ADDS	\$	14,264
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2. Labor, materials, and equipment for additional demolition, haul-off, and import additional soil for unforeseen oversized slabs and footing for restroom No. 14 identified during demolition (COR #2).

ADDS	\$	8,400
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3. Labor, materials, and equipment to provide concrete benches and trash receptacles due to design omission (COR #3).

ADDS	\$	4,774
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4. Labor, material, and equipment to install three (3) water shut off valves at restroom No. 8, No. 14, and No. 16 due to design omission (COR #4).

ADDS	\$	3,300
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5. Labor, materials, and equipment for additional demolition, haul-off, and import additional soil for unforeseen oversized slabs and footing for restroom No. 16 identified during demolition (COR #5).

ADDS	\$	6,484
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6. Labor and equipment for remobilization for plumbing and electrical safe-off for delayed demolition of restroom No. 14 due to delayed material procurement for new transformer installation by others (COR #6R).

ADDS	\$	2,958
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7. Labor, materials, and equipment to install three (3) backflow cages at restroom No. 8, No. 14, and No. 16 due to design omission (COR #7R).

ADDS	\$	12,560
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8. Labor, materials, and equipment to install #4 rebar at parking ADA sections due to design omission (COR #8).

ADDS	\$	5,030
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9. Labor and materials for extended security fence rental for restroom No. 8, No. 14, and No. 16 due to delays in procuring the restrooms caused by the removal and replacement of unforeseen transformers by others (COR #9).

ADDS	\$	7,669
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**NET ADDITION THIS AMENDMENT \$ 65,439**

**Section 2.** The new Contract Sum, including prior amendments and change orders, is \$642,371

**Section 3.** The Agreement completion date is extended by 175 days, from June 27, 2025, to December 19, 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

PUB Construction, Inc.

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

►

Dawn Rowe, Chair, Board of Supervisors

By ►

*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Mauro Garcia

*(Print or type name of person signing contract)*

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

Title Senior Project Manager

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 23545 Palomino Dr., Ste. #104  
Diamond Bar, CA 91765

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Kaleigh Ragon, Deputy County Counsel

►

Gloria Loofbourrow, Supervising Project Manager

►

Don Day, Director, PFMD

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_