

**Contract Number**  
**21-549-A1**

**SAP Number**  
**30.30.0022**

## **BOARD GOVERNED COUNTY SERVICE AREAS**

<b>Department Contract Representative</b>	Mauricio L. Rodriguez, FMP
<b>Telephone Number</b>	386 - 8803
<b>Contractor</b>	Christensen Brothers General Engineering, Inc.
<b>Contractor Representative</b>	Caleb Christensen
<b>Telephone Number</b>	(760) 240-5236
<b>Original Contract Term</b>	NTP + 180 Days
<b>Original Contract Amount</b>	\$983,100.00
<b>Amendment Amount</b>	\$377,382.00
<b>Total Contract Amount</b>	\$1,360,482.00
<b>Cost Center</b>	
<b>Grant Number (if applicable)</b>	

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **AMENDMENT NO. 1 CONTRACT NO. 21-549**

**WHEREAS**, on July 13, 2021, (Item No. 52), the San Bernardino County Board of Supervisors (Board) approved Contract No. 21-549 (Contract) between County Service Area 53B (District) and Christensen Brothers General Engineering, Inc. (Contractor), to perform construction services for Fawnskin Vacuum Sewer Line Improvements Project (Project); and

**WHEREAS**, since the execution of Contract, the Project has encountered certain constructability issues 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 1-17) ..... \$983,100.00**

**Amendment No. 1 dated August 18, 2025, as follows:**

- |  |                               |
|--|-------------------------------|
| 1. COR No. 1- Traffic Control conducted for GPRS                       | \$4,341.00                    |
| 2. COR No. 2 - Additional Potholing for Unmarked / Mismarked Utilities | \$0                           |
| 3. COR No. 3 - Rock Breaking Due to Bedrock and Granite                | \$67,954.00                   |
| 4. COR No. 4 - Replacement of 1891.00 SY additional HMA Trench Patch   | \$141,825.00                  |
| 5. COR No. 5 - Exploratory Potholing station                           | \$0                           |
| 6. COR No. 6 - Remove Vacuum sewer line                                | \$74,762.00                   |
| 7. Liquidated Damages \$2,000.00 x 19.25 Days                          | (\$38,500)                    |
| 8. Repair Work   | Not to exceed (NTE) \$127,020 |

New Amount of Contract Including this Amendment: **\$ 1,360,482**

338.25 Additional days/time extension are granted by this amendment. The revised contract time is 518.25 calendar days.

**TOTAL AMENDED CONTRACT SUM \$1,360,482**

In the event that the District’s geotechnical firm determines that the repair work is required due to Contractor’s failure to adhere to the applicable standard of care and/or with the Contract, Contractor shall not be entitled to the \$127,020 set forth in Section 2, line item 8, above, and Contractor shall promptly repay any amounts paid by the District under line item 8. District shall be entitled to withhold any such owed amounts for line item 8 work from the retention as disputed funds. Exhibit A1 outlines the agreed upon repairs that will be performed by the contractor as set forth in section 2 line item 8. 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 with 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.

3. 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.
4. All other terms and conditions of the 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.

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

**COUNTY SERVICE AREA 53B FAWNSKIN**

►  
\_\_\_\_\_  
Dawn Rowe, Chair

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

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

**Christensen Brothers General Engineering, Inc.**

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by District
► Sophie A. Curtis, Deputy County Counsel	► Noel Mondragon, Division Manager	► David Doublet, Assistant Director
Date _____	Date _____	Date _____