THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-929 A-1

SAP Number

Project and Facilities Management Department Project Management

Department Contract Representative Charles Brammer **Telephone Number** (909) 387-5000 Contractor Angeles Contractor, Inc. Young Kang President/Secretary **Contractor Representative Telephone Number** (626) 923-3800 **Contract Term** 393 Days **Original Contract Amount** \$9,115,000 **Prior Authorized Amendment** \$0.00 **Prior Authorized Change Order** \$373,654 \$9,488,654 **Total Contract Prior to Amendment** Amendment Amount \$133,119 **Total Revised Contract Amount** \$9,621,773 7700003100 **Cost Center Project Name** Sheriff Colorado River Station Remodel **WBSE** 10.10.1220

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1 CONTRACT No. 23-929 Sheriff Colorado River Station Remodel Project

The following are amendments to Contract No. 23-929 with Angeles Contractor, Inc. for the Sheriff Colorado River Station Remodel Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Angeles Contractor, Inc. ("Contractor"), on August 22, 2023 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 based on differing site conditions from the As-Built plans and Utility Location Plan (GPR) that showed 4" and 3" domestic water lines that were also shown on bid plans. There is a need to install 6" UG fire water utility lines per the new site utility drawings dated 2-14-24 to meet current fire life safety code per Designer of Record (DOR) responses to Request for Information (RFI) Nos. 8 and 12 (COR 015); 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 Angeles Contractor, Inc., have been added to the Agreement:

NET ADDITION THIS AMENDMENT \$ 133,119

- Section 2. The new Contract Sum is \$9,621,773.
- Section 3. The Agreement completion date remains June 4, 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.

Revised 5/12/21 Page 2 of 3

// // // // // // SAN BERNARDINO COUNTY Angeles Contractor, Inc. (Print or type name of corporation, company, contractor, etc.) Dawn Rowe, Chair, Board of Supervisors JUL - 9 2024 Young Kang Dated: Name SIGNED AND CERTIFIED THAT A COPY OF THIS (Print or type name of person signing contract) DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD, OF President/Secretary (Print or Type) 24/06/08 Dated: Address 783 Phillips Drive City of Industry, CA 91748 FOR COUNTY USE ONLY Reviewed/Approved by Department Approved as to Legal Form Reviewed for Contract Compliance Donald Day Julio Surber
Julio Surber
Julio Surber
Julio Surber
Julio Surber
Julio Surber Julie Surber, Principal Assistant County Counsel Don Day, Director PFMD Charles Brammer, Supervising Project Manager

Date 07/01/24

Date 27/06/24

Date 07/01/24