



Contract Number

24-978 A-1

SAP Number

4400026562

**Project and Facilities Management
Department**

Department Contract Representative	Deval Shah
Telephone Number	(909) 501-9451
Contractor	Vellutini Corporation dba Royal Electric Company
Contractor Representative	Uriel Gonzalez
Telephone Number	(916) 226-2100
Contract Completion Deadline	January 30, 2026
Original Contract Amount	\$222,222
Change Order 1 Amount	\$12,437
Amendments No. 1 Amount	\$86,461
Total Contract Amount	\$321,120
Cost Center	7700003100
Grant Number (if applicable)	FAA AIP No. 3-06-0042-033-2023

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 1
CONTRACT No. 24-978**

Department of Airports-Chino Airport

The following are amendments to Contract No. 24-978 with Vellutini Corporation dba Royal Electric Company for the Chino Airport Light Vault Upgrade Project ("Project").

WHEREAS a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Vellutini Corporation dba Royal Electric Company ("Contractor"), on October 08, 2024, for the construction of the Chino Airport Light Vault Upgrade Project ("Project"); and

WHEREAS, the construction contract documents stated that the ADB Airfield Solutions and Safegate Group Airfield Lighting Control and Monitoring System (ALMCS) was to be upgraded by the manufacturer; and

WHEREAS, following award of the Agreement, the manufacturer refused to perform such upgrades due to disagreements with the County's terms and conditions; and

WHEREAS, the upgrade of the ALCMS is critical 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 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 Vellutini Corporation dba Royal Electric Company, have been added to the Agreement:

1. Labor, materials, and equipment to address owner requested replacement of the existing Airfield Lighting Control System (ALMCS). The Construction Drawings, dated December 2, 2024, noted that the ALMCS was to be upgraded by the manufacturer as per Sheet Note 2 on Sheet E-501; however, after award of the Agreement, the manufacturer (ADB Safegate) refused to perform the upgrades due to disagreements with the County's terms and conditions.

ADDS	\$	86,461
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TOTAL ADDS TO THIS AMENDMENT: \$86,461

Section 2. **The new Contract Sum is \$321,120**

Section 3. **The Agreement completion date shall be January 30, 2026.**

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 Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

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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
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Vellutini Corporation dba Royal Electric
Company

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

By ►

(Authorized signature - sign in blue ink)

Name Jeff Cavanagh

(Print or type name of person signing contract)

Title Vice President of Risk Management

(Print or Type)

Dated: _____

Address 841 Carbide Ct., Sacramento, CA

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Kaleigh Ragon, County Counsel

Date _____

Reviewed for Contract Compliance

►

Deval Shah, Supervising Project Manager

Date _____

Reviewed/Approved by Department

►

Don Day, Director, PFMD

Date _____