



Contract Number

24-690 – A2

SAP Number

Project and Facilities Management

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| Department Contract Representative | Charles Brammer |
| Telephone Number | (909) 387 - 5000 |
| Contractor | Griffith Company |
| Contractor Representative | Dan W. Leeper |
| Telephone Number | (562) 929-1128 |
| Contract Term | 484 Days |
| Original Contract Amount | \$6,861,100 |
| Amendment No. 1 Amount | \$713,801 |
| Change Order No. 1 Amount | \$371,531 |
| Amendment No. 2 Amount | \$722,380 |
| Total Contract Amount | \$8,668,812 |
| Cost Center | 7700003100 |
| Grant Number (if applicable) | N/A |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 2
CONTRACT No. 24-690
Sheriff Emergency Vehicle Operations Center Asphalt & Lighting Replacement

The following are amendments to Contract No. 24-690 with Griffith Company for the Sheriff Emergency Vehicle Operations Center Asphalt & Lighting Replacement Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Griffith Company ("Contractor"), on July 23, 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 was requested to complete additional scope of work as stipulated in Change Order Request (COR) Nos. 013, 016, 017 and 019, due to unforeseen conditions and design errors and omissions including: the installation of handrails for concrete stairs necessary for safety and compliance with the California Building Code and not

included in the contract documents; berm and grading improvements required by the California Regional Water Quality Control Board, California Department of Fish and Wildlife and United States Army Corps of Engineers and not included in the original contract documents; new sidewalk and flat work to provide path of travel to comply with the Americans with Disabilities Act and not shown in the contract documents; and additional solar lighting assemblies and Federal Aviation Administration lights due to inaccurate information found in the original contract document; 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 Griffith Company, have been added to the Agreement:

1. Labor, material, and equipment to provide for Delta Revision 4.1 to furnish and install handrails for concrete stairs, required for safety and to meet California Building Code due to differing site conditions from the As-Built plans that were also shown on the bid plan, per Designer of Records (DOR) response to Request for Information (RFI) No. 036 Delta 4.1 Handrail Conflict and RFI 055 Handrail for Concrete Stairs, not shown in the contract bid documents at the time of bid, as instructed by County (COR #013).

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| <u>ADDS</u> | <u>\$</u> | <u>12,434.36</u> |
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2. Labor, material, and equipment to provide new scope of work consisting of berm and grading improvements within existing vegetative swale area along east perimeter fence and adjacent to inner sides of two separate curves in the high-speed track areas to direct run off water flows from the track into trapezoidal dirt channels to existing detention as the site was originally designed to assist with soil and water erosion and to comply with wildlife habitat and environmental protection, not shown correctly in the contract bid documents at the time of bid, per DOR development of Delta 8 drainage areas civil narrative and new plans sheets 1, 2, 3 and 19, as required by the California Regional Water Quality Control Board, California Department of Fish and Wildlife and United States Army Corps of Engineers, as instructed by County (COR #016).

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| <u>ADDS</u> | <u>\$</u> | <u>231,265.33</u> |
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3. Labor, material, and equipment to provide new sidewalk and flat work to provide path of travel not shown in the contract bid documents at the time of bid, per DOR response to RFI No. 043 Finished Surface Conflict on Sidewalk and development of Delta 10 sidewalk civil narrative with new sheets 5 and increase to concrete thickness as specified in Delta revision 5, not shown in the contract bid documents at the time of bid, as instructed by County (COR #017).

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| <u>ADDS</u> | <u>\$</u> | <u>165,367.00</u> |
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4. Labor, material, and equipment to provide 15 additional solar lighting assemblies and Federal Aviation Administration (FAA) lights due to inaccurate information found in the As-Builts that reflected the high-mast lights stay on 24-hours per day that were carried over and shown on bid plans, per DOR new photometric study and response to RFI No. 30 Solar Lighting Location Confirmation and RFI No. 31 Solar Lights along Fence Line, not shown in the contract bid documents at the time of bid, as instructed by County (COR #019).

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| <u>ADDS</u> | <u>\$</u> | <u>313,313.31</u> |
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NET ADDITION THIS AMENDMENT \$ 722,380.00

Section 2. The new Contract Sum, including prior amendments and change orders, is \$8,668,812.00.

Section 3. The Agreement completion date is extended by 119 days, from September 3, 2025, to December 31, 2025. This time extension is agreed upon to cover the scope of work described in this Amendment No. 2, Change Order No. 2, and Construction Change Directive No. 2.

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 Agreement as a whole, remains in full force and effect until all issues relating to the Agreement 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 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.

[Signatures on next page.]

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SAN BERNARDINO COUNTY

►
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

By ►
(Authorized signature - sign in blue ink)
Dan W. Leeper

Name _____
(Print or type name of person signing contract)

Title Regional Manager
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|---|---|---------------------------------|
| ► Kaleigh Ragon, Deputy County Counsel | ► Charles Brammer, Supervising Project Manager | ► Don Day, Director, PFMD |
| Date _____ | Date _____ | Date _____ |