



ORIGINAL

Contract Number
21-315 A-2

SAP Number

Project and Facilities Management Department Project Management

Department Contract Representative	<u>Scott Hughes</u>
Telephone Number	<u>909-387-5000</u>
Contractor	<u>Jergensen Construction, Inc.</u>
Contractor Representative	<u>Todd Jergensen</u>
Telephone Number	<u>760-947-4545</u>
Contract Term	<u>358</u>
Original Contract Amount	<u>\$130,000</u>
Prior Authorized Amendment	<u>\$6,351</u>
Prior Authorized Change Order	<u>\$900</u>
Total Contract Prior to Amendment	<u>\$137,251</u>
Amendment Amount	<u>\$15,630</u>
Total Revised Contract Amount	<u>\$152,881</u>
Cost Center	<u>7700003100</u>
Project Name	<u>800Mhz Sunset - Generator Replacement</u>
WBSE	<u>10.10.0993</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 02
CONTRACT No. 21-315
800 MHz Sunset – Generator Replacement**

The following are amendments to Contract No. **21-315** with Jergensen Construction, Inc. for the 800Mhz Sunset – Generator Replacement (“Project”).

WHEREAS, a construction contract (“Agreement”) was entered into between the San Bernardino County (“County”), and Jergensen Construction, Inc. (“Contractor”), on May 4, 2021 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. During the final tie in of the new feeder wire from the newly installed generator, it was discovered that there was a non-code compliant tap connection from panel “A” to panel “B”. The existing panel “A” was too small to accommodate the add splice connections required to complete the scope of work. During installation of the new generator and excavation, it was discovered that the existing 4”

conduit connecting to the existing generator was missing the 4" conduit coupling, and the installation had black electrical tape attaching the two 4" conduits together, 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 Jergensen Construction, Inc., have been added to the Agreement:

1. Labor, equipment and materials to remove existing panel "A" and install a new 200 Amp commercial type panel and 200 Amp main breaker. Install new 24"x24" pull can and 200 Amp disconnect that will make the connection to panel "B" code compliant. Rental of (4) 50 foot power leads to back up panel "B" with the new generator during the shutdown to replace panel "A". Procure and install the missing conduit coupling on the 4" existing conduit (COR No. 2, dated 4/5/2022).

ADDS	\$15,630
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Section 2. **The new Contract Sum is \$152,881.**

Section 3. **The Agreement completion date remains July 12, 2022.**

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.

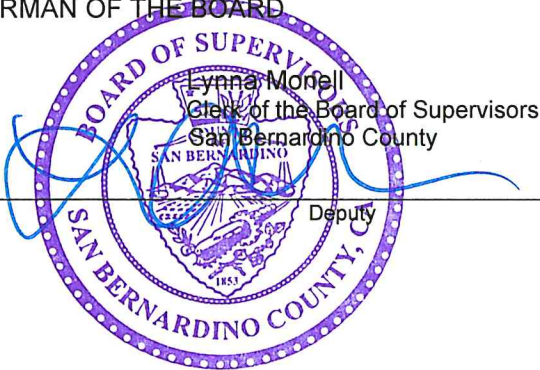
This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by 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

▶ *Dawn M Rowe*
Curt Hagman, Chairman, Board of Supervisors

Dawn M. Rowe *VICE CHAIR*
Dated: JUN 28 2022

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



By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

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

By ▶ *[Signature]*
(Authorized signature - sign in blue ink)

Name Todd Jergensen
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 6-15-2022

Address 9320 Daisy Rd.
Oak Hills, CA 92344

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *[Signature]*
Katherine Hardy, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ *[Signature]*
Scott Hughes, Supervising Project Manager
Date 6-23-2022

Reviewed/Approved by Department
▶ *[Signature]*
Don Day, Director, PFMD
Date 6/24/22

SAN BERNARDINO COUNTY

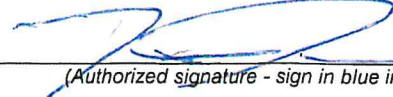
▶ _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

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(Authorized signature - sign in blue ink)


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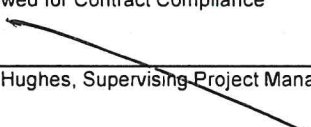
Title President
(Print or Type)

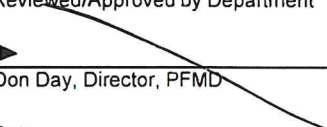
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Aaron Gest
Date 6/24/22

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Date _____

Reviewed/Approved by Department
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Date _____