



**Contract Number**

**25-101-A1**

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Charles Brammer
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Dalke & Sons Construction, Inc.
<b>Contractor Representative</b>	Barry Dalke, Vice President
<b>Telephone Number</b>	(951) 274-9880
<b>Contract Term</b>	423 Days
<b>Original Contract Amount</b>	\$6,692,000.00
<b>Amendment Amount</b>	\$179,318.37
<b>Total Contract Amount</b>	\$6,871,318.37
<b>Cost Center</b>	7700003100
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

### **AMENDMENT No. 1 CONTRACT No. 25-101**

#### **Sheriff Scientific Investigations Division (SID) Orange and Blue Labs Remodel Project**

The following are amendments to Contract No. 25-101 with Dalke & Sons Construction, Inc. for the Sheriff Scientific Investigations Divisions (SID) Orange and Blue Labs Remodel Project ("Project").

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Dalke & Sons Construction, Inc. ("Contractor"), on February 11, 2025, 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. 01, 02, 05, 08, 09 and 12; 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 Contractor, have been added to the Agreement:

1. Labor, material, and equipment for saw cutting and demolition of 60'x17" concrete slab at lobby/public restroom area discovered during demolition, and new concrete curb installation with grading and compaction at lobby restroom, per Designer of Records (DOR) response to Request for Information (RFI) No. 9 Concrete Clarification, not shown in the contract bid documents at the time of bid, as instructed by the County (COR #01).

ADDS	\$	19,692.85
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2. Labor, material, and equipment to repair gap in exterior wall at All Gender Restroom Shower Wall 202, which was unforeseen at the time of bid and discovered upon demolition, per DOR response to RFI No. 10 All Gender Restroom Shower 202, as instructed by the County (COR #02).

ADDS	\$	8,872.09
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3. Labor, material, and equipment to complete electrical underground circuit investigations and relocation/redirection of existing circuits on panels PL, PN and PK in order to resolve power and plumbing issues impacting the adjacent Facilities Building due to shared circuits and plumbing connections, which was unforeseen and outside the scope of work detailed in the bid documents, per DOR responses to RFI 27 Circuit Redirection Requirements for Lab Panel Demolition and RFI No. 31 Confirmation of Temp Water Heater Relocation, as instructed by the County (COR #05).

ADDS	\$	57,650.36
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4. Labor, material, and equipment to conduct moisture testing and moisture barrier mitigation, including adding moisture vapor barrier over existing concrete slab in order to address unforeseen elevated relative humidity (RH) levels, per DOR response to RFI No. 33 Moisture Vapor Barrier Installation Over Existing Concrete, which was not shown in the contract bid documents at the time of bid, as instructed by County (COR #08).

ADDS	\$	68,483.37
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5. Labor, material, and equipment to add roof insulation as the existing roof between the foam and deck had aluminum composite material (ACM), which required removal of the complete roof system to the metal deck and installation of new roof insulation that was missing. Change was required due to inaccurate information found in the As-Builts carried over into the contract bid documents, per DOR response to RFI No. 30 Confirmation of Additional Insulation layer at SID Lab Roof, as instructed by County (COR #012).

ADDS	\$	24,619.70
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**NET ADDITION THIS AMENDMENT \$ 179,318.37**

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$6,871,318.37.**

Section 3. **The original Contract Time was 365 calendar days and the above changes add 58 calendar days to the Contract Time for a total of 423 calendar days. The new Agreement completion date is April 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 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.

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

\_\_\_\_\_  
Dalke & Sons Construction, Inc.  
(Print or type name of corporation, company, contractor, etc.)

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

Name Barry Dalke  
(Print or type name of person signing contract)

Title Vice President  
(Print or Type)

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

Address 4585 Allstate Drive  
Riverside, CA 92501

**FOR COUNTY USE ONLY**

Approved as to Legal Form

► \_\_\_\_\_  
Kaleigh Ragon, Deputy County Counsel,

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Charles Brammer, Supervising Project Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Don Day, Director, PFMD

Date \_\_\_\_\_