



Contract Number

~~15-445 A-1~~ 18-795-A-1

SAP Number

10.10.0175

ORIGINAL

**Real Estate Services Department  
Project Management Division**

<b>Department Contract Representative</b>	Joel Garnica
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Abboud Diamond Construction, Inc.
<b>Contractor Representative</b>	John Abboud
<b>Telephone Number</b>	(951) 453-6171
<b>Contract Term</b>	
<b>Original Contract Amount</b>	\$248,729.00
<b>Amendment Amount</b>	\$498,749.00
<b>Authorized Change Orders</b>	\$0.00
<b>Total Contract Prior to This Change</b>	\$248,729.00
<b>Total Revised Contract Amount</b>	\$747,478.00
<b>Cost Center</b>	10.10.0175

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 1**

**CONTRACT No.**

**PROJECT NAME: Onyx Peak Solar Upgrade Project, Project No. 10.10.0175 (6W27)**

The following are amendments to Contract No. 15-445 with Diamond Construction, Inc. for the Onyx Peak Solar Upgrade Project (Project No. 10.10.0175).

**WHEREAS**, a construction contract ("Agreement") was entered into between the County of San Bernardino ("County"), and Abboud Diamond Construction, Inc. ("Contractor"), on October 2, 2018 to perform certain work as described in the Project Bid Documents for construction of the Project;

**WHEREAS**, following the award of the construction contract and prior to the start of construction a fire destroyed an existing generator and shelter, located adjacent to the site of the solar system upgrades associated with this Contract 15-445, both of which are necessary to upgrade and/or support the Onyx Peak 800 MHz Antenna Site;

**WHEREAS**, Bulletin No. 02 was released by IMEG Corp., (Engineer of Record) on June 11, 2019, adding the replacement of a Generator Building, New Slab, Electrical, (2) Propane tanks and (2) New Generators into the scope of work;

**WHEREAS**, Abboud Diamond Construction, Inc. and the County agreed to defer the start of construction until the additional work associated with Bulletin No. 02 was completed and approved;

**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 Abboud Diamond Construction, Inc., have been added to the Agreement:

1. Labor, materials and equipment to provide all modifications associated with above work, attached as Exhibit "A", which incorporated IMEG Corp., scope modifications, released on June 11, 2019, that were not included in the base bid.

<b>ADDS</b>	<b>\$</b>	<b>498,749.00</b>
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2. No additional items.

<b>TOTAL ADDS TO THIS AMENDMENT</b>	<b>\$</b>	<b>498,749.00</b>
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Section 2. **The new Contract Sum is \$747,478.00**

Section 3. The new completion date is revised to: April 10, 2020.

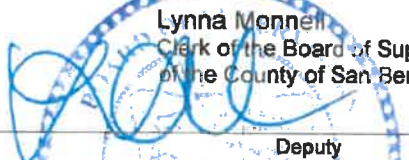
Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation 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. Contractor agrees the time extension granted in this Amendment constitutes complete compensation for all claims of delay through the date of this Amendment, whether listed above or not, and Contractor hereby waives and releases all claims for additional compensation and time extensions arising out of the above listed Recitals 1 and 2, and any other claims of delay, disruption or other impacts, known or unknown, including extended field or home office overhead, ripple effect or cumulative impact on all other work within the Scope of the Contract, arising through the date of the Amendment. 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.

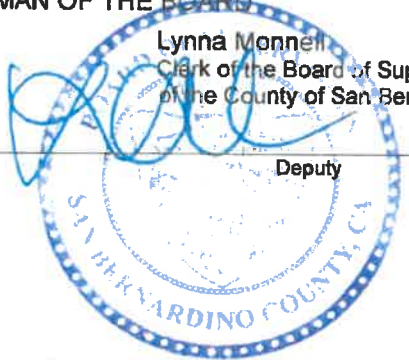
Section 5. All other terms and conditions of the Agreement, and approved amendments and change orders, shall remain unchanged.

BOARD OF SUPERVISORS

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: DEC 17 2019  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By   
Lynna Monnell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy



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

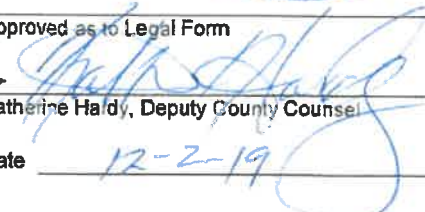
By ►   
(Authorized signature - sign in blue ink)


Name John Abboud  
(Print or type name of person signing contract)

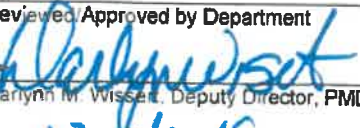
Title President  
(Print or Type)

Dated: 11/25/19

Address P.O. Box 6230  
Moreno Valley, CA 92554

Approved as to Legal Form  
►   
Katherine Haldy, Deputy County Counsel  
Date 12-2-19

Reviewed for Contract Compliance  
►   
Rene Glynn, Supervising Project Manager  
Date 12-5-19

Reviewed/Approved by Department  
►   
Darynn M. Wisser, Deputy Director, PMD  
Date 12-6-19