

Contract Number

24-695 A-2

SAP Number

Board Governed County Service Areas

Department Contract Representative Vladimir Reyes
Telephone Number 386-8846

Contractor KNC Construction, Inc.
Contractor Representative Malia Caminiti
Telephone Number (760) 552-4449
Original Contract Term NTP + 280 Calendar Days
Amendment No. 1 Contract Term NTP + 280 Calendar Days
Amendment No. 2 Contract Term NTP + 648 Calendar Days
Original Contract Amount \$333,928
Amendment No. 1 Amount \$33,392
Amendment No. 2 Amount \$45,874.39
Total Contract Amount \$413,194.39
Cost Center 4200001464
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

TO

CONTRACT NO. 24-695:

WHEREAS, on August 6, 2024 (item No. 60), the San Bernardino County Board of Supervisors (Board) approved Contract No. 24-695 (Contract) between San Bernardino County Governed Service Area 70 M Wonder Valley (“District”) and KNC Construction, Inc. (Contractor), to perform the construction services for the County Service Area 70 M Wonder Valley – Community Center Upgrades Project (Project); and

WHEREAS, on November 19, 2024 (Item No. 60), the San Bernardino County Board of Supervisors (Board) approved Amendment No. 1 to the Contract to establish a supplemental force account for extra work required due to unforeseen and differing site condition for the Project; and

WHEREAS, since the execution of Contract 24-695, there has been identified certain unforeseen conditions, which requires additional necessary work to achieve compliance with Health Code requirements that were not reasonably foreseeable at the time of contracting; and

WHEREAS, after execution of Contract No. 24-695, unforeseen conditions were discovered that were not reasonably identifiable at the time of bid or contracting and require additional work to achieve Health Code compliance, necessitating this Amendment;

WHEREAS, Contractor has reviewed the District's requested additional work and agrees to perform it for the additional compensation and time set forth below;

NOW, THEREFORE, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree the Contract is hereby amended as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. DELETE Contract Section 4.1.1 "Total Compensation" and REPLACE it with a new Section 4.1.1, which shall now read as follows:

4.1.1 Total Compensation. District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

| | |
|---|----------------------------|
| BASE BID (Items 1-12) | <u>\$251,518.00</u> |
| ADDITIVE TOTAL BID No. 2 (ITEMS 1-3) | <u>\$82,410.00</u> |
| TOTAL CONTRACT SUM | <u>\$333,928.00</u> |

Amendment No. 1, dated November 19, 2024, as follows:

1. SUPPLEMENTAL WORK FORCE ACCOUNT (UNFORESEEN SUBGRADE/BUILDING AND SITE HAZARDOUS MATERIAL AND STABLIZATION REQUIREMENTS) ... **\$33,392.00**

New Amount of Contract Including this Amendment: **\$367,320.00**

Administrative Change Order No. 01, signed October 10, 2024, as follows:

1. COR No. 1 – Alternate positioning of grease interceptor, requiring reconfiguration of waste lines including relocation of water service line \$14,090.06
2. COR No. 2 – Relocation of fire suppression system pull station \$4,362.68
3. COR No. 3 – Mop sink as required by EHS \$1,752.32
4. Item No. 4 – Draw Against Supplemental Work Force Account (\$20,205.06)

New Amount of Contract Including this Change Order: **\$367,320.00**

0 Additional days/time extension is granted by this change order.

Amendment No. 2, dated March 10, 2026, as follows:

1. COR No. 5 – Reverse Osmosis upgrades to meet current EHS requirements.....\$28,088.31
2. COR No. 6 – Procurement of new upright refrigerator NSF rated per EHS.....\$4,430.86
3. COR No. 7 – Replacement of swamp cooler mechanical equipment.....\$22,345.64
4. Item No. 4 – Draw Against Supplemental Work Force Account(\$8,990.42)

368 Additional days/time extension is granted by this change order. The revised contract time is 648 calendar days.

TOTAL OF AMENDMENT NO. 2 \$45,874.39

**NEW AMENDED TOTAL CONTRACT SUM
(Including All Change Orders and Amendments Nos. 1 and 2): \$413,194.38**

3. The compensation (time and cost) set forth in this Amendment shall constitute 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, if any, 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 items 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 this Amendment. The signing of the Amendment shall indicate that this 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 to which the Contractor is entitled as a result of the change.
4. All other terms and conditions of the amended Contract shall remain unchanged.
5. This Amendment No. 2 to the Contract shall take effect on the date it is signed and approved by authorized officers of both Parties.
6. All other terms and conditions of Contract No. 24-695 remain in full force and effect.
7. 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 Contract. 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]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 70M

KNC Construction, Inc

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

►

Dawn Rowe, Chair

By ► _____
(Authorized signature - sign in blue ink)

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

Name Malia Caminiti

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board

Title President

(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Aaron Gest, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Noel Mondragon, Division Manager
Date _____

Reviewed/Approved by Department
►

David Doublet, Assistant Director
Date _____