

Contract Number

24-696 A-1

SAP Number

30.30.0158

Board Governed County Service Areas

Department Contract Representative	<u>Deanna Lestina</u>
Telephone Number	<u>(909) 386-8825</u>
Contractor	<u>WEKA, Inc.</u>
Contractor Representative	<u>Jared Himle</u>
Telephone Number	<u>(909) 485-8700</u>
Contract Term	<u>NTP + 300 Calendar Days</u>
Amendment No.1 Contract Term	<u>NTP + 300 Calendar Days</u>
Original Contract Amount	<u>\$4,101,226</u>
Amendment Amount	<u>\$410,122</u>
Total Contract Amount	<u>\$4,511,348</u>
Cost Center	<u>1050003509 / 30.30.0158</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 1
CONTRACT NO. 24-696**

WHEREAS, on August 6, 2024, the San Bernardino County Board of Directors (Board) approved Contract No. 24-696 (Contract) between Board Governed County Service Area 82 Searles Valley (“District”) and WEKA, Inc. (Contractor), to perform the construction services for the CSA 82 Searles Valley Sewer Improvement Project (Project); and

WHEREAS, since the bidding of the Project, the Project has identified the need for a supplemental work force account and adding cost to the Project’s Contract; and

WHEREAS, Contractor has reviewed the proposed additional construction services and work requested by District to be performed and Contractor agrees to perform the additional construction services and work for the additional compensation and time as 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.

- 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:

TOTAL BASE ITEMIZED BID (Items 1-16).....	<u>\$ 3,103,280.00</u>
ADDITIVE TOTAL BASE BID NO.1 (Items 1-12).....	<u>\$ 997,946.00</u>
TOTAL: BASE BID + ADDITIVE BID NO. 1	<u>\$ 4,101,226.00</u>

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

- SUPPLEMENTAL WORK FORCE ACCOUNT (UNFORESEEN SUBGRADE, BUILDING, AND SITE CONDITIONS, HAZARDOUS MATERIALS AND STABILIZATION REQUIREMENTS)...
\$ 410,122.00

TOTAL AMENDED CONTRACT SUM \$ 4,511,348.00

- DELETE Contract Section 1.2.6 “Special Conditions” and REPLACE it with a new Section 1.2.6 “Special Conditions (Amendment No. 1)” attached hereto as Exhibit A.
- 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.
- All other terms and conditions of the amended Contract 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.

IN WITNESS WHEREOF, the District and Contractor have caused this Amendment to be executed by their respective authorized officers.

COUNTY SERVICE AREA 82 SEARLES VALLEY

WEKA, 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 Jared Himle
(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 _____
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