

Contract Number

24-1032 A-1

SAP Number

30.30.0162

Board Governed County Service Areas

Department Contract Representative	Vladimir Reyes
Telephone Number	(909) 386-8846
Contractor	Preferred General Service
Contractor Representative	Gary Witthans
Telephone Number	(760) 240-3236
Contract Term	NTP + 213 Days
Amendment No.1 Contract Term	NTP + 213 Days
Original Contract Amount	\$590,578
Amendment Amount	\$59,057
Total Contract Amount	\$649,635
Cost Center	2450001318
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 24-1032

WHEREAS, on November 5, 2024, the San Bernardino County Board of Supervisors (Board) approved Contract No. 24-1032 (Contract) between Board Governed County Service Area 29 Lucerne Valley ("District") and Preferred General Services (Contractor), to perform the construction services for the CSA 29 Lucerne Valley Community Center Renovation Project (Project); and

WHEREAS, since the bidding of the Project, it was determined that a supplemental work force account is necessary, along with an increase in the Project's Contract amount; 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.

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:

TOTAL BASE ITEMIZED BID (Items 1-16).....	<u>\$ 301,214</u>
ADDITIVE BID NO.1 (Items 1-11).....	<u>\$ 142,729</u>
ADDITIVE BID No. 2 (Item 1-1).....	<u>\$ 13,884</u>
ADDITIVE BID No. 4 (Item 1-3).....	<u>\$ 12,030</u>
ADDITIVE BID No. 5 (Item 1-11).....	<u>\$ 120,721</u>

**TOTAL: BASE BID + ADDITIVE BID No. 1 +ADDITIVE BID No. 2 + ADDITIVE BID No. 4 +
ADDITIVE BID No. 5..... \$ 590,578**

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

1. SUPPLEMENTAL WORK FORCE ACCOUNT (UNFORESEEN SUBGRADE/BUILDING AND SITE HAZARDOUS MATERIAL AND STABLIZATION REQUIREMENTS)...**\$ 59,057**

TOTAL AMENDED CONTRACT SUM \$ 649,635

3. 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.
4. 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.
5. All other terms and conditions of the amended Contract shall remain unchanged.
6. This Amendment No. 1 shall take effect on the date it is last signed by both parties.
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 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 29 LUCERNE VALLEY

► *Dawn Rowe*
Dawn Rowe, Chair

Dated: NOV 19 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *[Signature]*
Lynna Monell, Clerk of the Board
Deputy



Preferred General Services

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

By *Gary Witthans*
Gary Witthans (Nov 6, 2024 6:48 PST)
(Authorized signature - sign in blue ink)

Name Gary Witthans
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 11/06/24

Address 19622 Shoshonee Road
Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Aaron Gest*
Aaron Gest, Deputy County Counsel
Date 11/06/24

Reviewed for Contract Compliance
► *[Signature]*
Noel Mondragon, Division Manager
Date 11/07/24

Reviewed/Approved by Department
► *David R. Doublet*
David Doublet, Assistant Director
Date 11/07/24