

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-836 A2

SAP Number

Project and Facilities Management Department

Department Contract Representative	<u>Rob Gilliam</u>
Telephone Number	<u>909-387-5000</u>
Contractor	<u>Healthcare Design & Construction LLC</u>
Contractor Representative	<u>Mike Hernandez</u>
Telephone Number	<u>714-245-0144</u>
Contract Term	<u>09/10/2024 – 05/24/2025</u>
Original Contract Amount	<u>\$6,758,654</u>
Amendment No. 1 Amount	<u>\$553,287</u>
Amendment No. 2 Amount	<u>\$120,914</u>
Total Contract Amount	<u>\$7,432,855</u>
Cost Center	<u>7700004204</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 02
CONTRACT No. 24-836**

ARMC Behavioral Health Adolescent Unit

The following are amendments to Contract No. 24-836 with Healthcare Design & Construction LLC for the ARMC Behavioral Health Adolescent Unit Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Healthcare Design & Construction LLC ("Contractor"), on September 10, 2024, 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 encountered the following unforeseen conditions: fire alarm system redesign, existing security rack, clarification of existing conditions involving the fire rated walls, structural steel, additional ductwork, additional work for a new window; 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 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 Healthcare Design & Construction LLC, have been added to the Agreement:

1. Relocation of existing security equipment unforeseen in the original design and turning sprinkler heads upright to address fire life safety conditions.

<u>ADDS</u>	\$	<u>25,824</u>
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2. ACD # 1 design revisions to framing conditions for fire ratings, additional structural steel required for the door not indicated on the plans, additional cut out into the slab for new duct work, and revisions required for window to avoid brace framing obstructions.

<u>ADDS</u>	\$	<u>81,484</u>
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3. Fire Alarm redesign of second floor to area detection to address unforeseen existing fire alarm coverage concerns raised by the HCAI Fire Life Safety Officer.

<u>ADDS</u>	\$	<u>13,606</u>
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TOTAL ADDS TO THIS AMENDMENT: \$120,914

Section 2. **The new Contract Sum is \$7,432,855.**

Section 3. **The Agreement completion date remains May 24, 2025.**

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 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 Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY

Dawn M. Rowe

Dawn M. Rowe Chair, Board of Supervisors

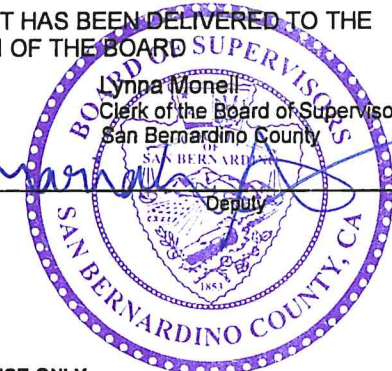
Dated: JAN 14 2025

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By

Lynna Monell



Deputy

Healthcare Design & Construction, LLC

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

By *Mike Hernandez*

Mike Hernandez (Jan 6, 2025 11:39 PST)

(Authorized signature - sign in blue ink)

Name Mike Hernandez

(Print or type name of person signing contract)

Title Senior Projector Director

(Print or Type)

Dated: 01/06/2025

Address 18302 Irvine Boulevard, Ste 120
Tustin, CA 92780

FOR COUNTY USE ONLY

Approved as to Legal Form

Kaleigh Ragon

Kaleigh Ragon, Deputy County Counsel

Date 01/06/2025

Reviewed for Contract Compliance

[Signature]

Date _____

Reviewed/Approved by Department

Don Day

Don Day, Director, PFMD

Date 01/06/2025