



**Contract Number**

24-944-A1

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Rob Gilliam
<b>Telephone Number</b>	909-387-5000
<b>Contractor</b>	Mesa Energy System, Inc
<b>Contractor Representative</b>	Bryan Gilbert
<b>Telephone Number</b>	951-377-7434
<b>Contract Term</b>	210 Days
<b>Original Contract Amount</b>	\$1,522,000
<b>Prior Authorized Amendment</b>	\$0
<b>Prior Authorized Change Order</b>	\$0
<b>Total Contract Prior to Amendment</b>	\$0
<b>Amendment 1 Amount</b>	\$88,918
<b>Total Revised Contract Amount</b>	\$1,610,918
<b>Cost Center</b>	7700004204
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT No. 1 CONTRACT No. 24-944 Arrowhead Regional Medical Center Deaerator Replacement

The following are amendments to Contract No. 24-944 with Mesa Energy System, Inc. for the Arrowhead Regional Medical Center (ARMC) Deaerator Replacement ("Project")(WBSE 10.10.0847).

**WHEREAS**, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Mesa Energy System, Inc. ("Contractor"), 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; the Contractor determined that the new unit required relocation due to unforeseen site conditions, which led to additional structural supports and utility relocations, as reflected in Amended Construction Documents (ACD) 001; ACD 001 also addressed a 33% increase in equipment weight from design to submittal phase, indicating a design error and omission; these changes resulted in the addition of thirty (30) non-compensable calendar days to the contract for material lead time.; 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 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 Mesa Energy System, Inc., have been added to the Agreement:

1. COR #003: During the contractor's constructability review, it was determined that the new unit, as specified in the original plans, needed to be shifted away from the existing concrete pad due to unforeseen site conditions. This shift required the addition of new structural beams and supports, resulting in the issuance of Amended Construction Documents (ACD) 001. The ACD addresses a 33% increase in the weight of the new equipment from the design phase to the submittal phase, which clearly indicates a design error and omissions. The scope of work also includes the relocation of existing utilities in the crawl space of the Central Plant. These changes are necessary due to incomplete or inaccurate design documents, and as well as contractor-driven adjustments to meet functional and code requirements. This Amendment also added 30 non-compensable calendar days to the contract to account for material lead time.

<u>ADDS</u>	<u>\$</u>	<u>88,918</u>
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Section 2. **The new Contract Sum is \$1,610,918.**

Section 3. **The new Agreement completion date is December 6, 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 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.

[Signatures on next page.]

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SAN BERNARDINO COUNTY

►  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Mesa Energy System, Inc

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Bryan Gilbert  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Senior Vice President  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
Daniel J. Pasek Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Rob Gilliam, Chief of Project Management

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Don Day, Director, PFMD

Date \_\_\_\_\_