



**Contract Number**

24-836 A-5

**SAP Number**

4400026323

## Project and Facilities Management

<b>Department Contract Representative</b>	Robert Gilliam
<b>Telephone Number</b>	909-387-5000
<b>Contractor</b>	Healthcare Design & Construction LLC
<b>Contractor Representative</b>	Mike Hernandez
<b>Telephone Number</b>	714-245-0144
<b>Contract Completion Deadline</b>	August 8, 2025
<b>Original Contract Amount</b>	\$6,758,654
<b>Amendments No. 1-4 Amount</b>	\$2,410,551
<b>Amendment No. 5 Amount</b>	\$810,102
<b>Total Contract Amount</b>	\$9,979,307
<b>Cost Center</b>	7700004204
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 5  
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 need for additional work was discovered that was either unknown and not reasonably discoverable prior to award, was required by State regulatory bodies or third parties, or was inadvertently left off the previously approved plans and necessary for the satisfactory completion of the Project; 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. General Conditions and Schedule Extension due to the need for schedule extension and added general conditions resulting from cumulative project impacts and coordination delays due to unforeseen conditions on the project. (Change Order Proposal (COP) # 29)

ADDS	\$	168,294
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2. Finalize additional under cabinet work for ACD0008. This work was not included in the original plans and specification but was required by the California Department of Health Care Access and Information (HCAI) when HCAI approved Amended Construction Document (ACD) 0008. (COP # 30)

ADDS	\$	40,693
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3. Required reroute of mechanical, electrical and plumbing (MEP) utilities due to existing conditions differing from plans and specifications and project revisions required in HCAI ACD 0006. (COP # 31)

ADDS	\$	55,189
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4. Unforeseen condition not included in original plans and specifications of irregularities in the floor required floor leveling for installation of new partition door. (COP # 32)

ADDS	\$	5,436
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5. Provide programming and licensing for additional card readers required to be added by the Joint Commission for patient and staff safety (COP # 33)

ADDS	\$	45,650
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6. Finalize additional framing and HVAC work required due to differing site conditions and based on final drawings on HCAI design clarification included in HCAI approved ACD0004 (COP # 34)

ADDS	\$	83,633
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7. Additional intercoms due to unforeseen revised operational requirements for patient and staff safety. (COP # 37)

ADDS	\$	32,122
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8. Additional equipment and furniture installation from unforeseen equipment requirements due to anti-ligature safety risk assessment. (COP # 38)

ADDS	\$	57,051
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9. Deferral of fire alarm work under ACD 0006 and ACD 0008 to allow for continuous hospital operations and planning requirements (COP # 41)

ADDS	\$	141,632
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10. Additional signage due to regulatory requirements by the California Department of Public Health and HCAI. (COP # 43)

ADDS	\$	36,271
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11. Additional framing for logistics requirements on alternate entrance required due to lack of an accessible pathway inside the building and not included in the original plans and specifications. (COP # 44)

ADDS	\$	11,010
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12. Fire Alarm redesign fees due to existing fire alarm no longer meeting code requirements and the HCAI requirement that the fire alarm system comply with current code. (COP # 45)

ADDS	\$	28,059
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13. Repair of existing IT Telecom room required by HCAI due to deficiencies in existing construction (COP # 47)

ADDS	\$	93,027
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14. Added valves due to differing site conditions and deficient non-operable valves for domestic cold and hot water. (COP # 48)

ADDS	\$	12,035
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TOTAL ADDS TO THIS AMENDMENT: \$810,102

Section 2. **The new Contract Sum is \$9,979,307**

Section 3. **The Agreement completion date remains May 24, 2025; however, the County shall waive assessing liquidated damages until August 8, 2025, provided the Contractor achieves Substantial Completion by May 24, 2025 and Final Completion by August 8, 2025. If Contractor fails to achieve both target dates, the County may elect to assess liquidated damages from May 24, 2025 until Final Completion.**

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 Contract Amendments, shall remain unchanged.

#### Section 6. Contract Execution

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.

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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  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

Healthcare Design & Construction LLC

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

By ►

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

Name \_\_\_\_\_  
Mike Hernandez  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Senior Project Director  
(Print or Type)

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

Address \_\_\_\_\_  
18302 Irvine Boulevard, Ste 120  
\_\_\_\_\_  
Tustin, Ca 92780

#### FOR COUNTY USE ONLY

Approved as to Legal Form

►  
Julie Surber, Principal Asst. County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Rob Gilliam, Chief of Project Management

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Don Day, Director, PFMD

Date \_\_\_\_\_