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

SAN BERNARDINO COUNTY

Contract Number

24-836 A1

SAP Number

Project and Facilities Management Department

Department Contract Representative	Robert Gilliam
Telephone Number	909-387-5000
Contractor	Healthcare Design & Construction LLC
Contractor Representative	Mike Hernandez
Telephone Number	714-245-0144
Contract Term	09/10/2024 – 05/24/2025
Original Contract Amount	$6,758,654
Amendment Amount	$553,287
Total Contract Amount	$7,311,941
Cost Center	7700004204
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 01
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: revised logistics plan for staging, revised access into building, associated overtime to maintain same end date required by the grant due to the revised plans; 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. Additional Saturdays for eight (8) months needed to meet the grant due date of May 24, 2025 for funding. Due to the unforeseen circumstances related to the revised site logistics and access into the building, overtime is required to meet the funding deadlines set by the grant and keep the same end date of May 24, 2025.

ADDS	$	439,603

2. Revised laydown, site logistics, and trailer infrastructure requirements that were unforeseen. The original bid RFI indicated the contractor was to park in the vendor parking area. Due to the size of the project, a much bigger footprint was needed and a section of the parking lot number 14 was blocked off. Due to the lack of a conference room and working spaces available onsite, the contractor needed to bring in a double wide trailer to accommodate the meetings and big room setup required for an onsite architect.

ADDS	$	75,353

3. Temporary construction entry needed for contractor access unforeseen at time of bid. The assumption was that the contractor was to follow the standard vendor check out process. Due to the size of the project, it was not feasible to check in the number of subcontractors that would be onsite. Additionally, from a patient, staff, and security safety stand point, there would be a risk of interacting with the behavioral health population which introduces the potential for injury. As a result, the contractor was directed to create an opening into the existing building for the logistics required to haul in material and the contractor's general access through the site. This minimizes the interaction between the contractor and Behavioral Health patients.

ADDS	$	38,331

TOTAL ADDS TO THIS AMENDMENT: $553,287

Section 2. **The new Contract Sum is $7,311,941.**

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 Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: NOV 0 5 2024

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 Projector Director

(Print or Type)

Dated: 10/30/2024

Address 18302 Irvine Boulevard, Ste 120

Tustin, CA., 92780

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Kaleigh Ragon	Rob Gilliam (Oct 30, 2024 11:57 PDT)	Don Day (Oct 31, 2024 10:46 PDT)
Kaleigh Ragon, County Counsel	Rob Gilliam, Chief of Project Management	Don Day, Director, PFMD
Date 10/30/2024	Date 10/30/2024	Date 10/31/2024