



Contract Number

24-1212 A-1

SAP Number

Project and Facilities Management

Department Contract Representative	Robert Gilliam
Telephone Number	909-387-5000
Contractor	Wakeco, Inc.
Contractor Representative	Gavin Wakefield
Telephone Number	951-200-5758
Contract Term	246 Days
Original Contract Amount	\$679,000
Prior Authorized Change Orders	\$9,805.00
Amendment No. 1 Amount	\$91,394.03
Total Contract Amount	\$780,199.03
Cost Center	7700004204
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 1
CONTRACT No. 24-1212**

ARMC Sterilization System Installation – Mobile SPD Trailer Project

The following are amendments to Contract No. 24-1212 with Wakeco, Inc. for the ARMC Sterilization System Installation – Mobile SPD Trailer Project (“Project”).

WHEREAS, a construction contract (“Agreement”) was entered into between the San Bernardino County (“County”), and Wakeco, Inc. (“Contractor”), on December 3, 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 Wakeco, Inc., have been added to the Agreement:

1. PCO 15: As part of ACD 001, the Water Softener Tank Exchange Service was required to meet STERIS water quality requirements, as the existing facility water quality did not meet those requirements. In lieu of purchasing the equipment, the water softener were rented for a one-year period to make the SPD trailer operational and support CDPH licensing. The rental includes three cold softeners and two hot softeners, covering a one-year term beginning on 8/7/25.

	ADDS	\$	10,593.23
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2. PCO 004R4: The facility's existing water did not meet the water requirements for the SPD trailer. As a result, and as part of ACD 001, the project added a new filtration system and all required associated piping. This work was required to make the STERIS modular trailer functional in preparation for achieving CDPH licensing and to allow continuation of the SPD remodel projects.

	ADDS	\$	46,286.72
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3. PCO 007: As part of ACD-001, the contractor provided and installed a 3/4" hot water return line, completed the Backflow installation, and installed new lids with proposed conduit for the fire alarm raceway running from the pull box to the tamper switch. This work was required to correct a design error and omission.

	ADDS	\$	16,852.04
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4. PCO 003: During excavation for the water utility lines, the contractor encountered a concrete encasement that conflicted with the hot and cold water lines shown on the construction documents. The contractor performed the necessary unforeseen demolition work on a time and materials basis.

	ADDS	\$	4,194.19
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5. PCO 008: During construction, the IOR issued an Open Issue report identifying missing details for the ramp splice supports. This resulted in NMA #27, through which the design team provided directions to install additional hardware supports necessary to properly secure the temporary canopy.

	ADDS	\$	9,389.00
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6. PCO 009: During construction, it was discovered that the STERIS trailer was 5 inches higher than the dimension indicated on the construction documents. This led to NMA #25, through which the design team issued an ACD to add a handrail due to the slope. While the design team and IOR evaluated solutions, the contractor's subcontractor remained onsite to review conditions and propose corrective measures. As the project was on the critical path during this period, this PCO covers standby time for field staff associated with the coordination effort.

	ADDS	\$	2,136.86
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7. PCO 017: The contractor encountered existing concrete that averaged eleven inches thick, with some areas measuring up to sixteen inches. The increased thickness required additional labor, equipment, and materials to complete the patch back work.

ADDS	\$	859.03
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8. PCO 018: As part of the STERIS trailer installation, the contractor identified that a required grounding cable was not shown on the construction documents. This item includes furnishing and installing the grounding cable, along with all associated labor, materials, and connections needed to meet code and STERIS requirements.

ADDS	\$	1,082.96
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TOTAL ADDS TO THIS AMENDMENT: \$91,394.03

Section 2. **The new Contract Sum, including prior amendments and change orders, is \$780,199.03**

Section 3. **The original Contract Time was 183 days and a 23 day extension was granted via changer order 1, increasing the Contract term from 183 calendar days to 206 calendar days. The above changes add 40 calendar days to the Contract Time for a total of 246 calendar days. The new Agreement completion date changes from August 6, 2025 to September 16, 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 Contract Amendments, 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

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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

Wakeco, Inc.

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____ Gavin Wakefield
(Print or type name of person signing contract)

Title _____ President
(Print or Type)

Dated: _____

Address _____ 42020 Winchester Road

Temecula, CA 92590

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Daniel Pasek, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Rob Gilliam, Chief of Project Management
Date _____

Reviewed/Approved by Department
► _____
Moe Yousif, Interim Director, PFMD
Date _____