



Contract Number

21-220-A-1

SAP Number

4400011834

## Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert, Director
Telephone Number	(909) 580-6150
Contractor	Duthie Power Services
Contractor Representative	Dewey Brunson
Telephone Number	(562) 790-1772
Contract Term	June 1, 2019 Through May 31, 2024
Original Contract Amount	NTE \$500,000
Amendment Amount	NTE \$800,000
Total Contract Amount	NTE \$1,300,000
Cost Center	9184504200

### AMENDMENT NO. 1

San Bernardino County ("County") and Duthie Powers Services agree to amend the terms of the Agreement between the parties with a term of June 1, 2019 to May 31, 2024 ("Agreement"), as follows, effective on last date this Amendment No. 1 is executed by the parties:

1. Add the following under Section **B. CONTRACTOR RESONSIBILITIES**

**B.5 Unexpected Repairs:** At the request of ARMC Facilities Management, Contractor shall provide unexpected repair services for the Detroit Diesel generators at ARMC. Contractor acknowledge that all repairs provided under this Contract are subject to the requirements of the Public Contract Code and agree that Contractor will comply with all applicable requirements of the Public Contract Code.

2. Delete the entirety of Section F.1 of the Agreement and replace with the following:

**F.1** Contractor shall invoice the County for preventive maintenance services (as outlined on Section B. of the Agreement) and battery replacement in accordance with the Cost schedule set forth in Attachment B. With respect to unexpected repairs, Contractor shall invoice the County in accordance with the quote provided by Contractor to ARMC Facilities Management relating to such repairs.

3. Add the following Section F.8 to the Agreement:

F.8 Each individual repair project shall not exceed \$60,000.

4. Add the following Section F.9 to the Agreement:

F.9 The total amount of payments under this Contract shall not exceed \$1,300,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof.

5. All references to "County of San Bernardino" in the Agreement is amended to read as "San Bernardino County."

6. All other terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment No. 1 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.

SAN BERNARDINO COUNTY

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 16 2021  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By

  
Lynne McNeill  
Clerk of the Board of Supervisors  
San Bernardino County

DUTHIE POWER SERVICES

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

By

►   
(Authorized signature - sign in blue ink)

Name

Dewey Brownson  
(Print or type name of person signing contract)

Title

Manager  
(Print or Type)

Dated:

10/20/2021

Address

5335 Cherry Industrial  
Circle, Long Beach, CA 90805

FOR COUNTY USE ONLY

Approved as to Legal Form

for   
Charles Phan, Deputy County Counsel

Date

11/3/21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►   
William E. Gilbert, Director

Date

11/4/21

