



Contract Number

25-299 A-1

SAP Number

4400028305

Land Use Services Department

Department Contract Representative Jolly Bakunawa
Telephone Number 909-387-5039

Consultant PlaceWorks, Inc.
Consultant Representative Colin Drukker
Telephone Number 714-966-9220
Contract Term 05/20/2025 – 05/19/2027
Original Contract Amount \$234,519
Amendment Amount \$20,000
Total Contract Amount \$254,519
Cost Center 6950001000
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

San Bernardino County (County) on behalf of Land Use Services Department and PlaceWorks, Inc. (Consultant) for good and valuable consideration hereby seek to enter into this Amendment No. 1 to amend Contract 25-299 (Contract).

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

SECTION C.51 is hereby added to the Contract to read as follows:

C.51 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Consultant shall not require employees or subcontractors of Consultant seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Consultant has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Consultant shall notify current

employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

SECTION C.52 is hereby added to the Contract to read as follows:

C.52 Use of Biobased Products (FAR 52.223-1)

Consultant certifies that to the extent biobased products are purchased using Contract funds, Consultant shall comply with Federal Acquisition Regulation 52.223-1.

SECTION C.53 is hereby added to the Contract to read as follows:

C.53 Service Contract Labor Standards (FAR 52.222-52, 52.22-53, 22.1003-4)

To the extent applicable, Consultant agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

SECTION D. TERM OF CONTRACT is hereby amended in its entirety to read as follows:

This Contract is effective as of May 20, 2025 and expires May 19, 2027 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for three additional one-year periods by mutual agreement of the parties.

SECTION F.1 is hereby amended in its entirety to read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$254,519 and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

Except as otherwise provided herein, all other terms and conditions of the Contract shall remain in full force and effect.

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.

End of Amendment No. 1

IN WITNESS WHEREOF, the County and Consultant have each caused this Amendment No. 1 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

PlaceWorks, Inc

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

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

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Jason Searles, Supervising Deputy County
Counsel
Date _____

Reviewed for Contract Compliance
►

Thomas Bustamonte, Assistant Director
Date _____

Reviewed/Approved by Department
►

Miguel Figueroa, Director
Date _____