



Contract Number

24-130 A-3

SAP Number

4400016439 A-3

Project & Facilities Management

Department Contract Representative Richard Ayala
Telephone Number (909) 387-5111

Contractor Ham's Electric, Inc.
Contractor Representative Robert Ham
Telephone Number (909) 982-7344
Contract Term April 1, 2021 – March 31, 2026
Original Contract Amount \$ 1,137,290
Amendment #3 Amount \$ 334,158
Total Contract Amount \$ 1,471,448
Cost Center 7302001000
Grant Number (if applicable) n/a

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3:

It is hereby agreed to amend Contract No. 24-130 A-3 as follows:

- Both parties mutually waive the \$60,000 per project cap identified in original Attachment A, Section C, for the High Desert Detention Center Amp Breaker Replacement Project (10.20.0012) only.
- REPLACE Section F.1. Fiscal Provisions** with the following: The maximum amount of payment under this Contract shall not exceed an aggregate amount of **\$1,471,448** for the 5-year term and shall be subject to availability of County funds. 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, including travel and per diem. **Contractor acknowledges this is an "on-call" Contract and there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor further acknowledges that any and all repairs are subject to the requirements of the California Public Contract Code.** Contractor will only be compensated for work performed following receipt of written or email authorization, from the County, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any related invoice Contractor submits for work performed.

3. **REPLACE ATTACHMENT A, Scope of Work**, as attached hereto and incorporated herein.
4. **REPLACE ATTACHMENT C, SENATE BILL 1439, CONTRACTOR INFORMATION REPORT with ATTACHMENT C, LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE**, as attached hereto and incorporated herein.

5. CONTRACT EXECUTION

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.

6. FULL FORCE AND EFFECT.

The Contract, as amended by this Amendment, remains in full force and effect.

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 Contract. 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 the following page]

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IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

HAM'S ELECTRIC, INC.

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

▶

By

▶

Dawn Rowe, Chair, Board of Supervisors

(Authorized signature - sign in blue ink)

Dated: _____

Name: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title

(Print or Type)

By

Dated: _____

Address

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶ _____
Daniel Pasek
Deputy County Counsel

▶ _____

▶ _____
Jennifer Costa
Chief of Facilities Management, PFMD

Date _____

Date _____

Date _____

ATTACHMENT A

SCOPE OF WORK

A. Services to be Provided on an As Needed (On-Call) Basis

Provide as-needed repairs to any of the 1,200 active County-owned buildings/locations within the San Bernardino County limits according to the provisions set forth in section B of this Contract. Applicable costs and labor rates are set forth in Appendix A.

B. Emergency repair or maintenance of electrical systems as requested. Repairs and maintenance may include, but are not limited to, the following:

1. Thermal testing of electrical equipment and detail report.
2. Preventive Maintenance – tightening lugs, testing etc.
3. 120/208/240/277/480 line voltages and circuits.
4. New Lighting Installations-Retrofit & Upgrades.
5. Motors, and motor control panels.
6. Troubleshooting and Repair of Existing Electrical Systems.
7. Upgrade of Existing Electrical Service and Distribution.
8. Parking Lot & Site Lighting Installations & Repair.
9. Commercial and Industrial applications.
10. Some work may require a high voltage third party electrical company paid for by Vendor.
11. Contractor shall comply with all provisions of the Labor Code, including, but not limited to the provision added by Senate Bill 854 (signed into law on June 20, 2014), and shall not pay less than prevailing wage.

C. Additional Requirements

- Vendor must be available 24 hours a day, 7 days a week.
- Vendor response time must not exceed 2 hours.
- All work to be performed at prevailing wage rates.
- Must be registered with California State Department of Industrial Relations.
- Cost for individual projects must be less than \$75,000.



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Ham's Electric, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Robert Ham & Kristi M Sherry
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/A | N/A |
| N/A | N/A |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|----------------------|-----------------|---|
| Ham's Electric, Inc. | Kristi McSherry | 05/08/89 |
| N/A | N/A | 05/08/89 |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|--------------|-------------------|-----------------------------|
| N/A | N/A | N/A |
| N/A | N/A | N/A |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A | N/A |

| | |
|-----|-----|
| N/A | N/A |
| N/A | N/A |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): 12/04/25

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.