



Contract Number

18-448 A1

SAP Number

Real Estate Services Department - Project Management Division

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|---|--|
| Department Contract Representative | Kevin Ryan |
| Telephone Number | (909) 387-5000 |
| Consultant | Salas O'Brien, Inc. |
| Consultant Representative | Carl Salas |
| Telephone Number | (949) 517-4900 |
| Contract Term | 5 years |
| Original Contract Amount | \$2,500,000 |
| Amendment Amount | \$500,000 |
| Total Revised Contract Amount | \$3,000,000 |
| Cost Center | 7700003100 |
| Project Name | On Call Professional Services – Mechanical/Electrical/Plumbing Engineering |
| WBSE Number | |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1 CONTRACT NO. 18-448

On Call Professional Services – Mechanical/Electrical/Plumbing Engineering

The following are amendments to Contract No. 18-448 with Salas O'Brien Inc., for the On Call Professional Services – Mechanical/Electrical/Plumbing Engineering.

WHEREAS, a consultant contract ("Agreement") was entered into between the County of San Bernardino ("County"), and Salas O'Brien, Inc. ("Contractor"), on July 10, 2018 to perform certain work as described in the Project Bid Documents for the Project;

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. The following changes have been added to the Agreement:

Replace Article 1. The Project, Subsection 1.2 Total Contract amount with the following:

The total Contract amount as determined by County shall not exceed the amount of \$3,000,000 through the life of this Contract, subject to any amendments.

Replace Article 1. The Project, Subsection 1.4.a Consultant's Fees with the following:

- a. County agrees to pay Consultant based on the actual work performed as requested and approved by the County through a County issued Work Order/Purchase Order. The total contract amount shall not exceed \$3,000,000 for the term of this Contract. Consultant shall be paid based on Article 4 – Compensation of this Contract, Consultant's Fee Proposal Sheet (Appendix B), Consultant's Rate Sheet (Appendix C) and the completed Work Order for a Project (Appendix E, Work Order).

Replace Article 4. Compensation 4.3 with the following:

- 4.3 Maximum compensation under the Contract shall not exceed \$3,000,000 for the term of the Contract.

Section 2. The new Contract Sum is \$3,000,000.

Section 3. The Agreement completion date remains July 9, 2023.

Section 4. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

All other terms and conditions shall remain the same.

This Contract 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 Contract (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 Contract upon request.

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BOARD OF SUPERVISORS

►

Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

Salas O'Brien
(Print or type name of corporation, company, contractor, etc.)

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

Name John Salas
(Print or type name of person signing contract)

Title Managing Principal
(Print or Type)

Dated: 4/22/21

Address 305 S 11th St.
San Jose, CA 95112

Approved as to Legal Form
►
Katherine Hardy, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Kevin Ryan, Assistant Director, RESD-PM
Date _____