



Contract Number
21-591 A1

SAP Number
4400017723

Land Use Services Department

Department Contract Representative
Telephone Number

Candice Maes
909-387-4130

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Interwest Consulting Group, Inc.
Christopher B Giordano
909-295-3142
08/12/2021-08/12/2024
NTE \$5,250,000.00 Aggregate Total
NTE \$2,500,000.00
NTE \$7,750,000.00 Aggregate Total
6920001000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

IN THAT CERTAIN Contract No. 21-591 by and between the County of San Bernardino (County) on behalf of Land Use Services Department, and Interwest Consulting Group, Inc. (Consultant) for On-Call Building and Safety Plan Review, Permit Inspection, Emergency Response, and Special projects, which first became effective August 13, 2021, the following changes are hereby made and agreed to effective June 13, 2023:

SECTION F. FISCAL PROVISIONS, subsection F.1 is hereby amended to read as follows:

The maximum amount of payment under this Contract shall not exceed \$7,750,000 and shall be subject to availability of 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).

All other terms and conditions of Contract No. 21-591 shall remain 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 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.

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors
JUN 13 2023

Dated: _____

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

INTERWEST CONSULTING GROUP, INC.

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

By ► Christopher B Giordano Digitally signed by Christopher B Giordano
Date: 2023.06.09 12:39:58 -04'00'
(Authorized signature - sign in blue ink)
Chris Giordano

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

Title _____
(Print or Type)

Dated: _____

Address 1500 S. Haven Avenue, Suite 220

Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Man*
County Counsel

Date 6/8/23

Reviewed for Contract Compliance

► _____
Jevin Kay, Assistant Director

Date _____

Reviewed/Approved by Department

► _____
Chad Nottingham, Interim Director

Date _____