



**Contract Number**

22-701 A2

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	Robert Gilliam
<b>Telephone Number</b>	909-387-5000
<b>Contractor</b>	Translogic Corporation, dba Swisslog Healthcare Solutions
<b>Contractor Representative</b>	Michele Holcomb
<b>Telephone Number</b>	615-440-9367
<b>Contract Term</b>	May 24, 2022 - July 18, 2026
<b>Original Contract Amount</b>	\$395,639.81
<b>Amendment Amount</b>	\$22,526.07
<b>Total Contract Amount</b>	\$418,165.88
<b>Cost Center</b>	7700004204
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 02  
CONTRACT No. 22-701  
ARMC Pneumatic Tube System**

The following are amendments to Contract No. 22-701 with Translogic Corporation, dba Swisslog Healthcare Solutions for the ARMC Pneumatic Tube Upgrades ("Project").

**WHEREAS** a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Translogic Corporation, dba Swisslog Healthcare Solutions ("Contractor"), on May 24, 2022, to perform certain work as described in the Project Bid Documents for construction of the Project;

**WHEREAS**, following the award of the Agreement and during the course of construction, the Contractor encountered the following unforeseen conditions: the installed proprietary computer was inadvertently wiped of critical configuration software, necessitating the overnight procurement of a replacement and a second mobilization to complete the installation; and

**WHEREAS** these conditions and the extent of these conditions were unforeseen and could not have been anticipated at the time of bid or execution of the Agreement and have necessitated the execution of this Amendment.

**NOW THEREFORE**, the Agreement is hereby amended as follows:

Section 1. The following changes and their respective costs, which have been claimed by Swisslog Healthcare Solutions, have been added to the Agreement:

1. Replacement of the proprietary computer tower that was inadvertently wiped of configuration software by facility staff during installation, and associated remobilization of the technician to complete system commissioning.

<u>ADDS</u>	<u>\$</u>	<u>22,526.07</u>
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TOTAL ADDS TO THIS AMENDMENT: \$22,526.07

Section 2. **The new Contract Sum is \$418,165.88.**

Section 3. **The Agreement completion date remains July 18, 2026.**

Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Amendment, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Agreement. The signing of the Amendment shall indicate that the Amendment constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Amendment constitutes the total equitable adjustment owed the Contractor as a result of the change.

Section 5. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

[Signatures on next page.]

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SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Translogic Corporation, dba Swisslog Healthcare  
Solutions  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
Michelle Holcomb  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
Assistant Secretary  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Daniel Pasek, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Rob Gilliam, Chief of Project Management  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Don Day, Director, PFMD  
Date \_\_\_\_\_