



Contract Number
24-532 A-1

SAP Number
4400025138

Department of Public Works

Department Contract Representative	Anthony Pham, Eng. Manager Traffic Division
Telephone Number	(909) 387-8186
Contractor	Bear Electrical Solutions, LLC
Contractor Representative	Robert Asuncion, TE, Vice President
Telephone Number	(408) 449 - 5178
Contract Term	July 1, 2024 – June 30, 2029
Original Contract Amount	\$2,123,000 (\$424,600 per year)
Amendment Amount	\$750,000
Total Contract Amount	\$2,873,000
Cost Center	6650002000 / H14093

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 1 to Contract 24-532

WHEREAS, San Bernardino County ("County") and Bear Electrical Solutions, Inc. ("Contractor"), entered into Contract No. 24-532 with effective date beginning on July 1, 2024; and

WHEREAS, following execution of Contract No. 24-532, in or about August 2024, Bear Electrical Solutions, Inc., converted its corporate status to Bear Electrical Solutions, LLC; and

WHEREAS, County and Contractor, desire to increase the total contract amount by an additional \$750,000, from \$2,123,000 to a new total not-to exceed amount of \$2,873,000 for the existing term of the contract; and

NOW THEREFORE, County and Contractor hereby seek to enter into this Amendment No.1 to amend Contract No. 24-532 as follows:

1. DELETE paragraph B.3 in Section B., "CONTRACTOR RESPONSIBILITIES," and REPLACE it with a revised paragraph B.3, which shall now be read as follows:

B.3 Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to this agreement, to wit:

Item No.	Meas. Unit	Item Description	Unit Price
1	Hr.	Big Concrete Saw	\$ N/A
2	Hr.	Crain Truck	\$ N/A
3	EA.	Flashing Signal – Routine Maintenance	\$ 50.00
4	L.S.	Material Cost	\$ N/A
5	Hr.	Water Truck (with Operator)	\$ N/A
6	Hr.	Paint Rig Truck (with Operator)	\$ N/A
7	Hr.	Pickup Truck/Car	\$ 20.00
8	Hr.	Service Truck – with Lift	\$ 35.00
9	Hr.	Traffic Signal – Routine Maintenance	\$ 150.00
10	Hr.	Street Light Locations – Routine Maintenance	\$ 45.00
11	Hr.	Traffic Signal – Laborer – Premium	\$ 135.00
12	Hr.	Traffic Signal – Laborer – Overtime	\$ 155.00
13	Hr.	Traffic Signal Technician – Field – Regular	\$ 115.00
14	Hr.	Traffic Signal Technician – Field – Premium	\$ 195.00
15	Hr.	Traffic Signal Technician – Field – Overtime	\$ 155.00
16	Hr.	Traffic Signal Technician – Lab – Regular	\$ 115.00
17	Hr.	Traffic Signal Technician – Lab – Premium	\$ 195.00
18	Hr.	Traffic Signal Technician – Lab – Overtime	\$ 155.00
19	Hr.	Operations Superintendent – Regular	\$ 120.00
20	Hr.	Operations Superintendent – Premium	\$ 200.00
21	Hr.	Operations Superintendent – Overtime	\$ 160.00
22	EA.	Flat Rate Preventative Maintenance	\$ 112.50

2. DELETE paragraph B.7 in Section B., "CONTRACTOR RESPONSIBILITIES," and REPLACE it with a revised paragraph B.7, which shall now be read as follows:

B.7 The total amount paid by the County to the Contractor under this agreement shall not exceed the total amount of \$2,873,000. This agreement shall remain in effect from July 1, 2024 to June 30, 2029. The County, for its convenience (with or without cause), may terminate this agreement in whole or part upon thirty (30) calendar days' written notice. Such adjustments shall provide for payment to Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer the title (if necessary) all completed work, work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

3. DELETE paragraph F.1 in Section F., "FISCAL PROVISIONS", and REPLACE it with a revised paragraph F.1, which shall now be read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$2,873,000 and shall be subject to availability of other funds to the County. The consideration to be paid to the 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.

The Contractor 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 Contractor be entitled to receive compensation for any item of work is not performed by Contractor (including Contractor's agents and approved subcontractors).

4. All other terms and conditions of Contract No. 4400025138 shall remain unchanged
5. This Amendment No. 1 shall take effect on the date it is last signed by both parties.
6. 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.

[Signatures on Next Page]

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, Chair, 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
San Bernardino County

By _____
Deputy

BEAR ELECTRICAL SOLUTIONS, LLC
(Print or type name of corporation, company, contractor, etc.)

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

Name ROBERT ASUNCION
(Print or type name of person signing contract)

Title VICE PRESIDENT
(Print or Type)

Dated: _____

Address P.O BOX 924, ALVISO, CA 95002

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Deputy County Counsel, Aaron Gest

Date _____

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

►

Noel Castillo, Director of Public Works

Date _____