THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

20-199 A-1

SAP Number 10101008

Real Estate Services Department Project Management Division

Department Contract Representative

Chief Information Officer of designee (909) 388-5500

Telephone Number

SAN BERNARDINO

OUNT

Consultant Consultant Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center Solutionz Conferencing, Inc.

Victor Gonzalez (949) 206-9957 April 21, 2020 – April 20, 2021 \$276,442 \$20,555 \$296,997

7700003100

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1 CONTRACT No. 20-199 AUDIO VISUAL EQUIPMENT AND INSTALLATION CONTRACT COUNTY GOVERNMENT CENTER VIDEO CONFERENCING CENTER PROJECT

The following is an amendment to Contract No. 20-199 between Solutionz Conferencing Inc., ("Consultant") and the County of San Bernardino ("County") for the Audio Visual Equipment and Installation Contract, County Government Center Video Conferencing Center Project.

1. REPLACE SECTION F.1 FISCAL PROVISIONS, with the following:

The maximum amount of payment under this Contract shall not exceed \$296,997, of which \$0 may be federally funded, and shall be subject to availability of other 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.

Consultant bears the risk 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).

2. REPLACE SECTION F.2 FISCAL PROVISIONS, with the following:

Consultant's "Cost Proposal", attached as Exhibits B and C to the Contract, set out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibits B and C.

3. ADD SECTION M, CONTRACT EXECUTION, as follows:

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.

4. ADD Exhibit C, Solutionz Custom Quote/Estimate

5. All other terms and conditions of this Contract shall remain the same.

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

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 Monnell Clerk of the Board of Supervisors of the County of San Bernardino		(Print or type name of corporation, company, consultant, etc.)	
		Ву ►	(Authorized signature - sign in blue ink)
		Name	(Print or type name of person signing contract)
		Title	(Print or Type)
By Deputy		Dated:	901 Bringham Avenue
		Address	Los Angeles, CA 90049
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract	Compliance	Reviewed/Approved by Department
<u> </u>	>		>
Katherine Hardy, County Counsel Renè Glynn, Supervis		ng Project Manager	Don Day, Interim Deputy Director, PMD

Date _____

Renè Glynn, Supervising Project Manager

Date _____ Date _____