



**Contract Number**  
21-598

**SAP Number**  
4400017668

## 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**

Willdan Engineering, Inc.  
Patrick Johnson  
909-963-0565  
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. 21-598 by and between the County of San Bernardino (County) on behalf of Land Use Services Department, and Willdan Engineering, 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. 21-598 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, Chair, Board of Supervisors

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

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

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

Name Vanessa Muñoz  
(Print or type name of person signing contract)

Title Vice President  
(Print or Type)

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

Address 650 E. Hospitality Lane, Suite 400  
San Bernardino, CA 92408

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► County Counsel	► Jevin Kay, Assistant Director	► Chad Nottingham, Interim Director
Date _____	Date _____	Date _____