



Contract Number

19-0170 A-2

SAP Number

Public Works

Department Contract Representative	Arlene B. Chun, M.S., P.E., Engineering Manager
Telephone Number	(909) 387-8165
Consultant	Kimley Horn and Associates, Inc.
Consultant Representative	Darren J. Adrian, Vice President
Telephone Number	(951) 543-9868
Contract Term	March 19, 2019 – December 31, 2027
Original Contract Amount	\$1,500,000
Amendment Amount	\$1,000,000
Total Contract Amount	\$2,500,000
Cost Center	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 2

WHEREAS, San Bernardino County (County) and Kimley Horn and Associates, Inc. (Consultant), entered into County Contract No. 19-0170 (hereinafter referred to as "Agreement") on March 19, 2019 for on-call professional Civil and Structural Engineering services relative to transportation projects; and,

WHEREAS, County and Consultant agreed to amend the Agreement increasing County Contract No. 19-0170 by \$500,000 (from \$1,000,000 to \$1,500,000) on October 5, 2021 and updated the designated County's Representative.

WHEREAS, it has been determined that the County's workload requires more work than anticipated, requiring an amendment to the contract amount; and,

WHEREAS, County and Consultant desire to further amend the Agreement increasing County Contract No. 19-0170 A-1 by \$1,000,000 (from \$1,500,000 to \$2,500,000) and again update the designated County's Representative.

WHEREAS, County received an allocation of American Rescue Plan Act (ARPA) funds, which may be used to fund Consultant services and the use of ARPA funds requires Consultant to agree to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract (See Attachment C; attached hereto and incorporated herein by this reference); and

WHEREAS, County and Consultant agree to extend the contract term from March 18, 2024, to December 31, 2027.

NOW, THEREFORE, in consideration of the mutual terms and conditions provided herein, the County and Consultant hereto agree the Agreement, County Contract No. 19-0170 A-1, is amended as follows:

1. UPDATE the existing "COUNTY RESPONSIBILITIES" Section E, Paragraph E.1 County Representative to read as follows:

County Representative:

Arlene B. Chun, M.S., P.E., Engineering Manager
Transportation Planning Division
825 E. 3rd Street, Room 143
San Bernardino, CA 92415-0835
Email: arlene.chun@dpw.sbcounty.gov

2. DELETE the existing "TERM OF CONTRACT" Section D, and REPLACE it with a revised Section D, which shall read as follows:

D This Contract shall commence on March 19, 2019 and will terminate on December 31, 2027 or 15 months after completion of the last awarded project/assignment during this term, whichever occurs last. But the Agreement can be terminated earlier in accordance with provisions of this Contract.

3. DELETE the existing "FISCAL PROVISIONS" Section F, Paragraph F.1 and REPLACE it with a revised Paragraph F.1, which shall read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$2,500,000 and shall be subject to availability of funds to the County. This maximum amount applies to the overall contract and there is not an internal limitation on each of Consultant's approved disciplines. 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).

4. ADD Attachment C, attached hereto, entitled "COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS".
5. The recitals of this Amendment No. 2 are incorporated into the Agreement by reference.
6. Except as amended by this Amendment No. 2, all other terms and conditions of County Contract No. 19-0170 A-1 shall remain the same.

7. This Amendment No. 2 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.
8. This Amendment No. 2 to the Agreement, County Contract No. 19-0170, is effective on the date it is approved and signed by both parties, and shall conclude upon satisfaction of the terms as stated in Section D. "TERM OF CONTRACT" of the Agreement or on December 31, 2027 or 15 months after completion of the last awarded project/assignment during this term, whichever occurs last.

SAN BERNARDINO COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

►

 Curt Hagman, Chairman, Board of Supervisors

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

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

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

Title _____
(Print or Type)

By _____
 Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Aaron Gest, Deputy County Counsel	► Andy Silao, P.E., Engineering Manager	► Brendon Biggs, Director
Date _____	Date _____	Date _____