



**Contract Number**

19-0173 A-1

**SAP Number**

**Public Works**

|   |   |
|---|---|
| <b>Department Contract Representative</b> | Harold Zamora, P.E., Engineering<br>Manager |
| <b>Telephone Number</b>                   | (909) 387-8166                              |
| <b>Consultant</b>                         | MNS Engineers, Inc.                         |
| <b>Consultant Representative</b>          | Shawn Kowalewski, Vice President            |
| <b>Telephone Number</b>                   | (909) 460-8844                              |
| <b>Contract Term</b>                      | March 19, 2019 – March 18, 2024             |
| <b>Original Contract Amount</b>           | \$500,000                                   |
| <b>Amendment Amount</b>                   | \$1,000,000                                 |
| <b>Total Contract Amount</b>              | \$1,500,000                                 |
| <b>Cost Center</b>                        | 6650002000                                  |

**IT IS HEREBY AGREED AS FOLLOWS:**

**Amendment No. 1**

WHEREAS, San Bernardino County (County) and MNS Engineers, Inc. (Consultant), entered into County Contract No. 19-0173 (hereinafter referred to as "Agreement") on March 19, 2019 for on-call professional Civil Engineering services relative to transportation projects; and,

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

WHEREAS, County and Consultant desire to amend the Agreement increasing County Contract No. 19-0173 by \$1,000,000 (from \$500,000 to \$1,500,000) and updating the designated County's Representative.

NOW, THEREFORE, in consideration of the mutual terms and conditions provided herein, the County and Consultant hereto agree the Agreement, County Contract No. 19-0173, is amended as follows:

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

County Representative:

Harold Zamora, P.E., Engineering Manager  
Transportation Planning Division  
825 E. 3<sup>rd</sup> Street, Room 143  
San Bernardino, CA 92415-0835  
Email: [hzamora@dpw.sbcounty.gov](mailto:hzamora@dpw.sbcounty.gov)

2. 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 \$1,500,000 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).

3. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.
4. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 19-0173 shall remain the same.
5. This Amendment No. 1 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.
6. This Amendment No. 1 to the Agreement, County Contract No. 19-0173, 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 March 18, 2024.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
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 Monell  
Clerk of the Board of Supervisors  
San Bernardino County

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

MNS ENGINEERS, INC.

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

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

Title \_\_\_\_\_  
(Print or Type)

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

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

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Andy Silao, P.E., Engineering Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Brendon Biggs, Director  
Date \_\_\_\_\_