



**Contract Number**

23-477 A-2

**SAP Number**

**Department of Public Works –  
Special Districts**

<b>Department Contract Representative</b>	<u>Jon Aldana, Sr. Project Manager</u>
<b>Telephone Number</b>	<u>909-386-8801</u>
<b>Contractor</b>	<u>Michael Baker International</u>
<b>Contractor Representative</b>	<u>Peter Minegar, Vice President</u>
<b>Telephone Number</b>	<u>909-974-4900</u>
<b>Contract Term</b>	<u>5/23/2023-12/31/2026</u>
<b>Original Contract Amount</b>	<u>\$463,204</u>
<b>Amendment No. 1 Amount</b>	<u>\$23,936</u>
<b>Amendment No. 2 Amount</b>	<u>\$29,990</u>
<b>Total Contract Amount</b>	<u>\$517,130</u>
<b>Cost Center</b>	<u>1050003509 and 1050003604</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**Amendment No. 2 to Contract No. 23-477**

**WHEREAS**, on May 23, 2023, the San Bernardino County Board of Supervisors (Board) approved the County Contract No. 23-477 (Contract) in the amount of \$463,204 between San Bernardino County (County) and Michael Baker International (Consultant), to provide professional engineering and environmental services for the Lake Gregory Regional Park Sitewide Sediment Management Project (Project); and

**WHEREAS**, on August 20, 2024, the Parties mutually agreed to add an additional \$23,936 to the original contract amount of \$463,204 for an amended total contract amount of \$487,140.

**WHEREAS**, the County determined that additional environmental consultant support services for regulatory permitting support with U.S. Army Corps of Engineers, Regional Water Quality Control Board and California Department of Fish and Wildlife beyond the level of support identified in the contract scope of work; and

**WHEREAS**, the Parties mutually agreed to add an additional \$29,990 to the amended contract amount of \$487,140 for an additional amended total contract amount of \$517,130.

**NOW, THEREFORE**, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree to enter into this Amendment No. 1 to amend Contract No. 23-477 as follows:

1. DELETE Section F.1, and REPLACE it with a new Section F.1, which shall now read as follows:

**F.1** The maximum amount of payment under this Contract shall not exceed \$517,130, which 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, 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).

2. All other terms and conditions of the Contract shall remain unchanged.

3. The Recitals set forth above are true and correct and incorporated herein by this reference.

4. 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.

This Amendment No. 2 to the Contract shall take effect on the date it is signed and approved by authorized officers of both County and Consultant.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, County has caused this Agreement to be subscribed by the Chair of said Board and its respective seal to be affixed, attested by the Clerk thereof, and Consultant has caused this Agreement to be signed by its authorized officer.

**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

**Michael Baker International**

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

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

Christopher Alberts

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

Title Vice President  
\_\_\_\_\_  
*(Print or Type)*

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

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

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Sophie Curtis, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_  
Noel Mondragon, Division Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
David Doublet, Assistant Director

Date \_\_\_\_\_