

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



Contract Number

18-572 A1

SAP Number

Land Use Services Department

Department Contract Representative	Jevin Kaye
Telephone Number	909-387-4431
Contractor	Willdan Engineering
Contractor Representative	Patrick Johnson
Telephone Number	909-963-0665
Contract Term	8/13/18 through 8/12/21
Original Contract Amount	NTE \$3,500,000
Amendment Amount	\$1,750,000
Total Contract Amount	NTE \$5,250,000
Cost Center	6920001000

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 18-572, effective August 13, 2020, as follows:

SECTION C TERM OF CONTRACT

Section C is amended to read as follows:

This Contract is effective as of August 13, 2018 through August 12, 2021, but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a ten (10) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

SECTION E FISCAL PROVISIONS

Paragraph E.1 is amended to read as follows:

The maximum amount of payment under this Contract shall not exceed \$5,250,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Original Contract	\$3,500,000	August 13, 2018 through August 12, 2020
Amendment No. 1	\$1,750,000	Increase for August 13, 2020 through August 12, 2021


SECTION K ELECTRONIC SIGNATURE COUNTERPARTS

Section K is added to read as follows:


This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

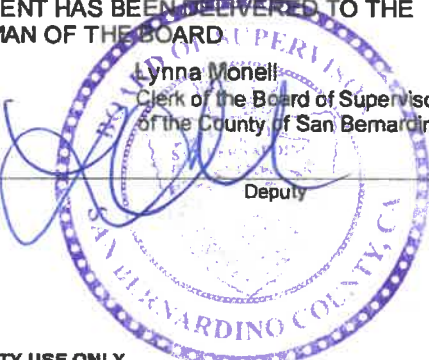
All other terms and conditions of Contract No. 18-572 remain in full force and effect.

COUNTY OF SAN BERNARDINO

▶ 
 Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 28 2020
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
 Lynna Monelli
 Clerk of the Board of Supervisors
 of the County of San Bernardino
 Deputy



Willdan Engineering
 (Print or type name of corporation, company, contractor, etc.)

By ▶ 
 (Authorized signature - sign in blue ink)

Name Daniel T. Chow
 (Print or type name of person signing contract)

Title President
 (Print or Type)

Dated: July 10, 2020

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

FOR COUNTY USE ONLY		
Approved as to Legal Form ▶  Jason Seales, Deputy County Counsel Date <u>7/21/20</u>	Reviewed for Contract Compliance ▶  Jevin Kaye, Assistant Director Date <u>7/21/20</u>	Reviewed/Approved by Department ▶  Terri Rahhal, Director Date <u>7/21/20</u>