



Contract Number

23-477 A-2

SAP Number

Department of Public Works – Special Districts

Department Contract Representative Telephone Number Jon Aldana, Sr. Project Manager
909-386-8801

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

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*
 Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 25 2025

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

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



Michael Baker International

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

By *Christopher Alberts*
Christopher Alberts (Mar 12, 2025 12:07 PDT)
(Authorized signature - sign in blue ink)

Name Christopher Alberts
(Print or type name of person signing contract)

Title Vice President
(Print or Type)

Dated: 03/12/25

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► *Sophie Curtis*
Sophie Curtis (Mar 13, 2025 15:20 PDT)
 Sophie Curtis, Deputy County Counsel
 Date 03/13/25

Reviewed for Contract Compliance
 ► *Noel Mondragon*
 Noel Mondragon, Division Manager
 Date 03/13/25

Reviewed/Approved by Department
 ► *David Doublet*
 David Doublet, Assistant Director
 Date 03/13/25