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



## **Contract Number**

19-0176 A-1

**SAP Number** 

# **Public Works**

Telephone Number

Harold Zamora, P.E., Engineering Manager

(909) 387-8166

Consultant
Consultant Representative
Telephone Number

(714) 567-2400

 Telephone Number
 (714) 567-2400

 Contract Term
 March 19, 2019 – March 18, 2024

 Original Contract Amount
 \$1,000,000

 Amendment Amount
 \$500,000

 Total Contract Amount
 \$1,500,000

 Cost Center
 6650002000

### IT IS HEREBY AGREED AS FOLLOWS:

### **Amendment No. 1**

WHEREAS, San Bernardino County (County) and AECOM Technical Services, Inc. (Consultant), entered into County Contract No. 19-0176 (hereinafter referred to as "Agreement") on March 19, 2019 for on-call professional Civil and Structural 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. 19-0176 by \$500,000 (from \$1,000,000 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. 19-0176, is amended as follows:

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

County Representative:

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Harold Zamora, P.E., Engineering Manager Transportation Planning Division 825 E. 3<sup>rd</sup> Street, Room 143 San Bernardino, CA 92415-0835

Email: <a href="mailto:hzamora@dpw.sbcounty.gov">hzamora@dpw.sbcounty.gov</a>

- 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. 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).

- 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. 19-0176 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. 19-0176, 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

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| <b>&gt;</b>  |   | By ►    |   |
|--|---|---------|---|
| Curt Hagman, Chairman, Board of Supervisors  |   | <i></i> | (Authorized signature - sign in blue ink)       |
| Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE |   | Name    | (Print or type name of person signing contract) |
| CHAIRMAN OF THE BOARD  |   | Title   | (Print or Type)                                 |
| Lynna Monell Clerk of the Board of Supervisors San Bernardino County               |   |         | (Print or Type)                                 |
| By   |   | Dated:  |   |
| Deputy   |   |         |   |
|  |   | Address |   |
|  |   |         |   |
| FOR COUNTY USE ONLY  |   |         |   |
| Approved as to Legal Form  | Reviewed for Contract Compliance        |         | Reviewed/Approved by Department                 |
| Suzanne Bryant, Deputy County Counsel  | Andy Silao, P.E., Engineering Manager   |         | Brendon Biggs, Director                         |
| Suzanne Bryant, Deputy County Counsel  | Andy Silao, P.E., Engineering ivianager |         | Brendon Biggs, Director                         |
| Date   | Date                                    |         | Date  |

SAN BERNARDINO COUNTY

AECOM TECHNICAL SERVICES, INC.

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