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

Department Contract Representative
Harold Zamora, P.E., Engineering
Manager

Telephone Number
(909) 387-8166

Consultant AECOM Technical Services. Inc. Consultant Representative Jeff Chapman, Vice President 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:

Standard Contract Page 1 of 3

Harold Zamora, P.E., Engineering Manager Transportation Planning Division 825 E. 3rd Street, Room 143 San Bernardino, CA 92415-0835 Email: 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. 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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SAN BERNARDINO COUNTY		AECOM TEC	HNICAL SERVICES, INC.
Curt Hagman, Chairman Board of Super	rvisors	Ву •	Authorited signature - sign in blue ink)
Dated: OCT 0 5 2021 SIGNED AND CERTIFIED THAT A COP	Y OF THIS	Name	Print or type name of person signing contract)
DOCUMENT HAS REEN DELIVERED TO THE CHAIRMAN OF THE BOARD Lynna Monell Clerk of the Board of Supervisors		T.	ce President (Print or Type)
By Deputy	nty	Dated: \$\frac{9}{0}\$	September 2/21 9 W. Town & Country Road Trange, CA 92868
FOR COUNTY USE ONLY			
Approved as to Legal Form SEE ATTACHED	Reviewed for Contract Complia	0	Reviewed/Approved by Department
Suzanne Bryant, Deputy County Counsel Date	Andy Silao, P.E., Engineering Months	lanager	Brendon Biggs, Director Date 4-29-21

SAN BERNARDINO COUNTY		AECOM TECHNICAL SERVICES, INC.	
>		Ву _►	
Curt Hagman, Chairman, Board of Supe	ervisors		(Authorized signature - sign in blue ink)
Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS		Name	(Driet and an
DOCUMENT HAS BEEN DELIVERED CHAIRMAN OF THE BOARD		Title	(Print or type name of person signing contract)
Lynna Monell Clerk of the Board of Supervisors San Bernardino County			(Print or Type)
Ву		Dated:	
Deputy			
		Address	
FOR COUNTY USE ONLY			
Approved as to Legal Form Reviewed for Con		Compliance	Reviewed/Approved by Department
ANGUNU LEMANNO	>		▶
Suranne Bryant, Deputy County Countel	Andy Silao, P.E., Engineering Manager		Brendon Biggs, Director
Date9-11-202	Date		Date
Reviewed for Contra Suzanne Bryant, Deputy County Counsel Andy Silao, P.E., En			Brendon Biggs, Director

Revised 5/12/21