

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH ANSER ADVISORY MANAGEMENT LLC**

This Second Amendment to the Professional Services Agreement is made and entered into as of May 15, 2024 (“Effective Date”) by and between the City of San Bernardino, a charter city and municipal corporation (“City”) and Anser Advisory Management LLC, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

**RECITALS**

A. WHEREAS, the City and the Consultant have entered into an agreement, dated March 2, 2022, for the purpose of providing professional services for construction management and inspection services for upgrade various traffic signal hardware at 224 signalized intersections (the “Master Agreement”).

B. WHEREAS, the City and the Consultant have entered into Amendment No1, dated May 17, 2023, for the purpose of extending the professional services for construction management and inspection services for upgrade various traffic signal hardware at 224 signalized intersections.

C. WHEREAS, the Parties now desire to amend the Master Agreement in order to extend the term of the Master Agreement for an additional term of six months, for the continued performance of the services in accordance with the compensation provisions of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No.2 and the Master Agreement, the Parties mutually agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Master Agreement shall commence on the Effective Date (May 15, 2024) and continue through the completion of services as set forth in Exhibit “A” or until December 30, 2024, whichever occurs earlier, unless the Agreement is previously terminated as provided for herein (“Term”).

3. Compensation. There is no change to the total not to exceed compensation of the Master Agreement.

4. Full Force. Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance

provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

5. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No.2 for all purposes. This Amendment No.2 may be signed using an electronic signature.

6. Counterparts. This Amendment No.2 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH ANSER ADVISORY LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.2 on the Effective Date first herein above written.

**CITY OF SAN BERNARDINO**

**CONSULTANT**

APPROVED BY:

**Anser Advisory Management LLC**

\_\_\_\_\_  
Charles A. Montoya  
City Manager

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Title

## **EXHIBIT A**

### **ADDITIONAL SCOPE OF SERVICES**

1. Processing the required forms and documentation for submission to the California Department of Transportation for final reporting of expenditures as follows:
  - a) Final Inspection Form
  - b) Final Reimbursement invoice
  - c) Final Detail Estimates.
  - d) Change Order summary.
  - e) Final Reporting -Utilization of Disadvantaged Business Enterprises.
  - f) Material Certificate.