



Contract Number
23-97 A1

SAP Number
4400021237

San Bernardino County Flood Control District

Department Contract Representative	Sameh Basta
Telephone Number	909-387-8040
Contractor	Three Peaks Corp
Contractor Representative	Erik Simmons
Telephone Number	(909) 522-2219
Contract Term	2/07/2023-01/31/2028
Original Contract Amount	\$2,500,000
Amendment Amount	
Total Contract Amount	\$2,500,000
Cost Center	1970002510

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 1 to Contract No. 23-97

San Bernardino County Flood Control District ("District") and Three Peaks Corp ("Contractor"), hereby seek to enter into this Amendment No. 1 to amend Contract No. 23-97 as follows:

1. ADD the following paragraph as paragraph C.51 in Section C:

C.51 Political Contributions

Contractor has disclosed to the District using Attachment E – Senate Bill 1439 Contractor Information Report, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the District, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member

of the Board of Supervisors or other County elected officer for 12 months after the District's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the District a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

2. DELETE Attachment C-Scope of Work and REPLACE with Attachment C-Revised Scope of Work.
3. DELETE Attachment D- Public Works Maintenance Services Schedule and REPLACE with Attachment D-Revised Public Works Maintenance Services Schedule.
4. ADD the attached Attachment E – Senate Bill 1439 Contractor Information Report as referred to in Section C, paragraph C.51.
5. All other terms and conditions of Agreement No. 23-97 shall remain unchanged.
6. This Amendment No. 1 shall take effect on the date it is last signed by both parties.
7. 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.

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *[Signature]*

Cynthia Mitchell, Clerk of the Board
Deputy

Three Peaks Corp

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

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name ERIC SIMMONS
(Print or type name of person signing contract)

Title PRESIDENT
(Print or Type)

Dated: 11/27/2023

Address PO BOX 101
CALUMBA CA 92320

FOR COUNTY USE ONLY

Approved as to Legal Form
► **SEE ATTACHED**
Sophie A. Curtis, Deputy County Counsel

Date _____

Reviewed for Contract Compliance
► *[Signature]*
Andy Silao, P.E.

Date 12/6/2023

Reviewed/Approved by District
► *[Signature]*
Brendon Biggs, Chief Flood Control Engineer

Date 12/6/2023

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Three Peaks Corp

►

Dawn Rowe, Chair, Board of Supervisors

(Print or type name of corporation, company, contractor, etc.)
By ► *Eric Summons*
(Authorized signature - sign in blue ink)

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

Name *ERIC SUMMONS*
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board

Title *PRESIDENT*
(Print or Type)

By _____
Deputy

Dated: *11/27/2023*

Address *PO Box 101*
Canby OR 97001

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Sophie Curtis*
Sophie A. Curtis, Deputy County Counsel

Reviewed for Contract Compliance
► _____
Andy Silao, P.E.

Reviewed/Approved by District
► _____
Brendon Biggs, Chief Flood Control Engineer

Date *December 5, 2023*

Date _____

Date _____

**ATTACHMENT C
REVISED SCOPE OF WORK**

A. SCOPE OR WORK

Contractors will provide Public Works Maintenance Services to the County as described in this Contract and the Request for Bids as jobs are scheduled for performance. For the purpose of this Contract, the term "Public Works Maintenance Services" shall include, but not be limited to, concrete work, crack filling services, traffic control and flagging, traffic striping services, and hazardous waste removal. In the event of emergencies, rapid mobilization and performance of the work described herein is required.

1. Concrete Work Services include, but are not limited to:

- a. Removal and/or furnishing and installation of curb and gutter, extruded curbing, D-curbing, sidewalks, driveway entrances and ramps, ADA sidewall ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items.
- b. Sidewalk grinding and cold planing for removal of hazardous uneven joints.
- c. The Contractor will be required to perform other duties related to the on-going maintenance of the public streets and the right-of-way. Appropriate clean-up equipment and supplies must be provided by the contractor for each job.
- d. Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the County and shall be maintained in satisfactory working conditions at all times.
- e. The Contractor shall provide all labor, materials and equipment necessary for concrete projects.

2. Crack Filling Services include, but are not limited to:

Cracking filling services consists of furnishing all labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary.

a. Preparation and placement:

1. Debris, Vegetation and Moisture Removal: Cracks must be clean and dry before treating. Before treating, blast cracks with an air compressor and wand with a minimum pressure of 90 psi, air blasting equipment must be equipped with moisture and oil traps. In certain locations a vacuum system will be required during air blasting to meet the AQMD requirements for the area.
2. Hot Applied Sealant: Sealant shall be delivered to the pavement cracks through a high-pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches.
 - o No product shall be applied until joints and cracks requiring treatment have been cleaned, inspected and approved. Product manufacturer's heating and application instructions shall be followed.
 - o If the pavement temperature is below 40 degrees F or is there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air

lance must not apply flame directly on the pavement. The product temperature shall meet the manufacturer's recommendations.

- All cracks ¼" to 2" wide will be sealed using the appropriate Caltrans approved materials for the climate region where the material is being applied. The product shall be applied in the crack or joint reservoir uniformly from bottom to top and filled without formation of entrapped air or voids. Many joint and crack walls in concrete pavements have weakened or spalled surfaces. The crack or joint shall be slightly overfilled then leveled with a 3 inch (7.6 cm) sealing disk or V-shaped squeegee to create a neat overband extending ± 1 inch (2.5 cm) on each side of the crack or joint for surface strength and waterproofing.
- All crack seal material shall be squeegeed flush to prevent a rough ride or bleeding through future seal coats.
- When traffic requires immediate use of the roadway, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way.

b. Crack Sealing Equipment:

1. Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
2. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.
3. Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees Fahrenheit and 550 degrees Fahrenheit and must be capable of pumping an 8% fiber content blend.

3. Traffic Control & Flagging Services includes, but is not limited to:

- a. Temporary traffic control services and the necessary temporary traffic control devices, personnel (i.e., flaggers) and related equipment generally consistent of the following categories:
 - Work Zone traffic control setup
 - Job site flagging
 - Lane closure
 - Road closure
 - Installation of barriers, traffic control devices, delineators and signage.
 - Vehicle, bicycle and pedestrian detours
 - Special event traffic control
 - Emergency events

- b. Contractor(s) is required to provide, at their expense, full personal protective equipment (PPE) and accessories to all traffic control personnel utilized during work for the County. PPE will include as a minimum: hard hats, ANSI Class II or higher clothing or vests, proper footwear, hearing protection and safety glasses.
- c. All signs, cones, and other traffic control devices will meet or exceed the latest versions of the following federal, state, and local requirements for color, size, language, retro reflectivity and crashworthiness.
- d. Manual on Uniform Traffic Control Devices (MUTCD)
- e. National Cooperative Highway Research Program (NCHRP) report 350
- f. American Association of State Highway and Transportation Officials (AASHTO) Road Design
- g. California State Department of Transportation (Caltrans) Standard Specifications
- h. American Traffic Safety Services Association (ATSSA)
- i. All vehicles involved in the distribution or pick up of traffic control devices shall have, at a minimum, a yellow flashing light visible in all directions to provide warning to approaching motorists and will be considered incidental to the work being performed and shall not have separate compensation.
- j. All materials shall be clearly marked with the contractor's name and phone number.
- k. Variable message sign control panels will be locked with a contractor supplied padlock.
- l. Contractor shall monitor traffic control setups at least daily to ensure presence of devices and replaced damaged or missing traffic control devices.

4. Traffic Striping and Pavement Markings Services includes but is not limited to:

- a. All striping and markings shall conform to the Caltrans Standard Plans, latest edition, and Caltrans Standard Specifications, Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," latest edition, unless otherwise specified by the County.
- b. This Contract will consist of furnishing and placement of hot applied thermoplastic and paint reflective pavement markings in the form of crosswalks, stop legends, limit lines and arrows. These markings shall be installed at the locations specified on a call-out basis by the County.
- c. The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparation, layout and completion of the pavement marking installation. The installed material shall be plainly visible to the motorist both day and night. Nighttime visibility shall be by a retro- reflection, induced by ordinary automobile headlights.
- d. These special provisions set minimum requirements on material characteristics of the pavement marking products, requirements concerning application, and contractor warranties to secure acceptable performances. In general, the work is related to pavement markings and traffic signage.
 - 1. All traffic lines shall conform to the State of California Standard Plans (latest edition) and Standard Specifications (latest edition), and these provisions.
 - 2. All crosswalks, turn arrows, stop yield bars and messages and all other pavement legends shall be installed in paint or thermoplastic.
 - 3. The equipment used by the Contractor shall be well maintained, neatly painted and meet all County standards. The paint striping machine shall conform to the specifications in the California MUTCD.
 - 4. All pavement markings that are to be removed must be removed by wet sandblasting technique, or by meeting the latest requirements by the regulating pollution control agency. No "blacking out" or temporary covering will be allowed without prior approval by the County.

5. Contractor shall install traffic striping, markings, arrows and messages pursuant to the plans where provided. All work and materials shall conform to the requirements of the California MUTCD and to the Caltrans Standard Plans, latest edition, and Caltrans Standard Specifications, Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," latest edition.
6. Contractor shall furnish and install traffic delineation using paint "Cat tracking", temporary marking tape, or other approved media on the same working day as existing stripes are lost, including bicycle lanes, in locations consistent with the striping plans. If temporary marking tape is used, all tape shall be removed prior to installation of permanent line striping.
7. Contractor shall apply paint prior to installing raised pavement markers. Raised pavement markers shall be placed on the newly painted line. Contractor shall furnish and install raised pavement markings not sooner than seven (7) calendar days and not later than fifteen (15) calendar days following traffic striping pursuant to the striping plans.
8. All stencil work for the pavement markings must meet Standard Metric Stencils and match the stencils the County is currently using.

5. Hazardous Waste Removal Services includes, but is not limited to:

- a. Hazardous Waste Removal Services includes, but is not limited to, remediation, collection, storage, handling, packaging, documentation, transportation, transfer, and disposal of hazardous wastes obtained from four separate sources:
 1. Abandoned hazardous waste discovered in the public right-of-way that is collected and transported to County Yards by County and District personnel and stored until retrieved by the contractor for proper disposal.
 2. Hazardous waste generated through daily operations by the Public Works Department.
 3. Accidental spills or discharge in the public right-of-way or County-owned property which requires contractor's emergency response to clean and remediate as determined by the County.
 4. Biohazardous Waste Removal.
 - a. Remove and disposal of debris including makeshift shelters.
 - b. Safely remove and decontaminate all biohazards including feces, urine, vomit, blood, and spoiled food.
 - c. Remove and properly dispose of all sharps, illegal drugs, and paraphernalia.
 - d. Infectious disease decontamination including but not limited to: Hepatitis A, HIV, MRSA, C. Diff, Tuberculosis.

6. Weed Abatement Services includes, but is not limited to:

- a. Work to be performed on County Flood Control District parcels and easements. Work also to be performed on Transportation Roadways, shoulders and road right-of-way.
 - Work typically entails manual labor to remove vegetation, weeds, bushes, small trees less than 3" diameter, trash and debris.
 - Work may include manual labor utilizing weed trimmers or other power tools typical of weed abatements.
 - Work may entail disposal of vegetation, trash and debris to County Landfill or other contract vegetation disposal businesses.
 - Work may entail stacking of vegetation, trash, and debris piles to be removed by County Personal at a later date.

- Some projects may include brush chippers, skid steer loaders, dump trucks, brush trucks, crew transportation vehicles or small wheel loaders for removal.
- b. Work will include a minimum of a 8 hr. day and estimates should include the following:
- Labor charges per worker per hour
 - Equipment charges per equipment per hour
 - Disposal invoices should be invoiced and provided at time of County invoicing.

7. Asphalt Maintenance & Repair Services includes, but is not limited to:

- a. Services:
- Pothole repairs, complete patch and/or skin patch
 - Trench subsidence repairs (may involve removal, compaction and replacement)
 - Trench permanent base course and overlay paving.
 - Repairs to roads, parking lots, and driveways, caused by storm damage, vehicular/heavy equipment damage, ground shift, underground water main bursts, erosion, etc.;
 - e) Repair or replacement of asphalt dikes and berms.
 - Grooving, grinding, and pulverizing of existing asphalt.
 - Drainage culvert repairs or replacements. Repairs may include replacement of corrugated metal pipe (various diameters), installation of HDPE pipe (new or replacement) and replacement of headwalls constructed of concrete or cement block. Culvert work may also involve replacement of CMP/HDPE and/or overside drains (per Cal Trans Standard)
 - Grading and paving new sections of roadways, parking lots and driveways.
 - Applying asphalt overlays to roads; j) Application of rubberized crack sealing, including “sanding” with silica sand
 - Removal and proper disposal of damaged asphalt, grindings, concrete and other spoils and debris
 - Road striping including lane/fog line, stencil and limit lines, in standard two coat reflective paint; and
 - Other asphalt pavement repairs or related as deemed necessary by the County and the District.
- b. Service Requirements:
- Contractor shall haul away and properly dispose of any excess and waste construction or demolition materials generated at the job site. These materials can include grindings, broken asphalt and concrete, dirt and culverts. Each job site is expected to be cleaned and left in an acceptable condition at the conclusion of the work
 - Contractor shall provide appropriate materials, equipment and labor to perform traffic control procedures at the job site for the full duration of each job. Contractor will be responsible for providing its own traffic control plan per accepted jurisdictional practices. Use of the most current WATCH manual(s) is highly encouraged and recommended.
 - Contractor shall be required to perform concrete repairs that may be associated with the primary asphalt repairs. The concrete repairs could include portions of curbs and gutters, driveway aprons, cross gutters, sidewalks, manhole aprons and culvert headwalls.
 - Contractor shall be required to perform soil compaction to applicable compaction standards, where required, and provide written certified compaction test results.

8. Fence Installation Services includes, but is not limited to:

- a. Install, repair, replace and maintain fencing and other related services. All work shall comply with California State Department of Transportation (Caltrans) standards and guidelines, unless specified by the County or District.

9. Guardrail Repair and Maintenance Services includes, but is not limited to:


- a. Install, repair, replace and maintain guardrail and related services. All work shall comply with California State Department of Transportation (Caltrans) standards and guidelines, unless specified by the County or District.

**ATTACHMENT D
REVISED PUBLIC WORKS MAINTENANCE SERVICES SCHEDULE**

Vendor Name: Three Peaks Corp

Please check all the services and service areas available for work. No Pricing is required at this time.

Services:	Foothills	High Desert	Low Desert	Mountains	Valley
Concrete Work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Crack Sealing Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traffic Control & Flagging Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traffic Stripping and Pavement Markings Removal Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste Removal Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Weed Abatement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Asphalt Maintenance and Repair Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fence Installation Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Guardrail Repair Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Representative Signature: 

Print Name: ERIK SUMMONS **Date:** 11/27/2023

ATTACHMENT E

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the District in a proceeding on the matter; or (c) communicates with District employees, for the purpose of influencing the District's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or District employees for purposes of influencing the District's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Three Peaks Corp

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

ERIK SIMMONS

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

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8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the District.