



Contract Number

14-857 A-4

SAP Number

Public Works

Department Contract Representative	<u>Chris Nguyen, P.E.</u>
Telephone Number	<u>(909) 387-7940</u>
Contractor	<u>Biggs Cardosa Associates, Inc.</u>
Contractor Representative	<u>Eric Pheifer</u>
Telephone Number	<u>(714) 352-8312</u>
Contract Term	<u>10/21/2014 - 12/30/2027</u>
Original Contract Amount	<u>\$2,372,211</u>
Amendment Amount	<u>\$170,000</u>
Total Contract Amount	<u>\$2,542,211</u>
Cost Center	<u>6650002000</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**AMENDMENT NO. 4
CONTRACT NO. 14-857**

WHEREAS, on October 21, 2014, the San Bernardino County Board of Supervisors ("Board") approved the original contract (County Contract No. 14-857, sometimes referred to as the "Contract" or "Agreement") in the amount of \$1,599,963 between the COUNTY and Biggs Cardosa Associates, Inc., hereinafter called "CONSULTANT" for engineering design services, including the preparation of contract plans, specifications and estimates (PS&E) for the Glen Helen Parkway Bridge over Cajon Wash, in the Devore area, hereinafter call "the PROJECT"; and

WHEREAS, on November 16, 2012 (Item No. 43), the Board adopted Statutory Exemption for the Project in accordance with California Environmental Quality Act (CEQA) requirements.

WHEREAS, on December 5, 2017, the Board approved Amendment No. 1 to Contract No. 14-857 extending the Contract's expiration date from December 30, 2017, to December 30, 2020, to complete engineering and environmental services and related tasks of acquiring right-of-way and permits with no change in the contract amount; and

WHEREAS, on December 12, 2020, the Board approved Amendment No.2 to Contract 14-857 extending the Contract's expiration date from December 30, 2017 to December 30, 2023 to complete engineering and environmental services and related task of acquiring right-of-way and permits with an amendment to the contract amount of \$210,378; and

WHEREAS, On February 28, 2023, the Board approved Amendment No. 3 to Contract No. 14-857 with BCA, in the amount of \$561,870, from \$1,810,341 to \$2,372,211, to provide additional funds to update the design, environmental documents and complete the right of way certification services, extending the contract term date from December 30, 2023 to December 30, 2027, and incorporating all applicable required Caltrans terms and conditions for the Project; and

WHEREAS, as part of this Amendment No. 4, CONSULTANT is seeking additional fees to: (1) complete the required environmental permits and drainage services; and (2) incorporating all applicable required California Department of Transportation terms and conditions to design plans and specifications; and

WHEREAS, COUNTY and CONSULTANT desire to: (1) update the existing scope of services (Exhibit "A-4"); (2) increase the total not-to-exceed amount of the contract with a revised cost proposal (Exhibit "B-4"); and (3) update the schedule (Exhibit "C-4"), in order for the CONSULTANT to complete the extra scope of services; and

WHEREAS, CONSULTANT agrees to provide the services described in Exhibit "A-4", in accordance with the terms of the Agreement, as previously amended by Amendment Nos. 1,2, 3 and this Amendment No. 4, and the rates and schedules identified in revised Exhibit "B-4" and Exhibit "C-4" of this Amendment; and

WHEREAS, this Amendment No. 4 results in an increase in the total contract amount by \$170,000.

NOW, THEREFORE, in reference to the aforementioned, the parties agree as follows:

1. The recitals of this Amendment no. 4 are true, correct, and incorporated into the body of the Agreement by this reference.
2. DELETE subsection 1. of Section D "Fiscal Provisions" and REPLACE it with a new Section 1. of Section D, which shall now read as follows:
 1. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Fee Proposal and Exhibit "B-4", unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Fee Proposal and Exhibit "B-1." In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal, Exhibit "B-4," and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost of \$2,542,211 shall not be exceeded, unless authorized by Agreement amendment.
3. DELETE subsection 3. of Section D "Fiscal Provisions" and REPLACE it with a new Section 3. of Section D, which shall now read as follows:
 3. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$2,542,211. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

4. All other terms and conditions of the Agreement and Amendment Nos. 1, 2, and 3 shall remain the same and are incorporated into the body of this Amendment by this reference.
5. This Amendment No. 4 shall take effect on the date it is signed and approved by authorized officers of both COUNTY and CONSULTANT.
6. This Amendment No. 4 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, COUNTY has caused this Agreement to be subscribed by the Chairman 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
 JUL - 9 2024

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

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

Biggs Cardosa Associates, Inc.

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

By ► *Eric Pheifer*
 (Authorized signature - sign in blue ink)

Name Eric Pheifer
 (Print or type name of person signing contract)

Title Principal/Vice President
 (Print or Type)

Dated: 7/3/2024

Address 500 S. Main Street, Suite 1200
Orange, CA 92868

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**
 Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► *Andy Silao*
 Andy Silao, P.E.
 Date 7/3/2024

Reviewed/Approved by Department

► *[Signature]*
 Noel Castillo, Director
 Date 7/3/24

4. All other terms and conditions of the Agreement and Amendment Nos. 1, 2, and 3 shall remain the same and are incorporated into the body of this Amendment by this reference.
5. This Amendment No. 4 shall take effect on the date it is signed and approved by authorized officers of both COUNTY and CONSULTANT.
6. This Amendment No. 4 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, COUNTY has caused this Agreement to be subscribed by the Chairman 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, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Aaron Gest*
Aaron Gest, Deputy County Counsel

Date 7/1/24

Reviewed for Contract Compliance

► _____
Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

► _____
Noel Castillo, Director

Date _____



Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

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

Agent: A third-party individual or firm who, for compensation, 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:	Biggs Cardosa Associates, Inc.		
2.	Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?			
	Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5.			
	No <input checked="" type="checkbox"/>			
3.	Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision:	N/A		
4.	If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):	Roy Schnabel, Dan Devlin, Michael Thomp		
5.	Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):			
6.	Name of agent(s) of Contractor:			
7.	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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the County or board governed special district:			
8.	Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board <u>and</u> (2) have a financial interest in the outcome of the decision:			

9. 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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

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

10. 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 or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Eric Pheifer

Digitally signed by Eric Pheifer
Date: 2024.07.02
12:54:30-07'00'

Signature

Eric Pheifer

Print Name

7/2/2024

Date

Biggs Cardosa Associates, Inc.

Print Entity Name, if applicable