

Contract Number

SAP Number
4400028766 A2



San Bernardino County Flood Control District

Department Contract Representative	Sameh Basta
Telephone Number	909-387-8040
Contractor	Upland Rock, Inc.
Contractor Representative	Neal Grabowski
Telephone Number	(909) 225-2332
Contract Term	July 1, 2025, through June 30, 2030
Original Contract Amount	\$1,000,000 (Not to Exceed \$200,000 per FY)
Amendment Amount	\$500,000
Total Contract Amount	\$1,500,000
Cost Center	1930002526
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 2 to Contract No. 4400028766

San Bernardino County Flood Control District ("District") and Upland Rock, Inc. ("Contractor"), hereby seek to enter into this Amendment No. 2 to amend Contract No. 4400028766 as follows:

1. DELETE paragraph F.1 in Section F., "FISCAL PROVISIONS", and REPLACE it with a revised paragraph F.1., which shall now read as follows:

F.1 The maximum amount of payment under this Contract is \$1,500,000 and shall be subject to availability of other funds to the District. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services as described in Attachment B Material Dumping Fee Schedule.

2. DELETE C.46 Reserved and REPLACE it with a revised Section C.46 Iran Contracting Act, which shall now read as follows:

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

- 3. ADD Section C.50 Levine Act-Campaign Contributions Disclosure (formerly referred to as Senate Bill 1439), which shall now read as follows:

C.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the District using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 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 \$500 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 \$500 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.

- 4. ADD Section 52. Payment Bonds, which shall now read as follows:

C.52 Payment Bond.

Contractor will furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum. The Bond must comply with all requirements in the Contract and California Civil Code section 9554, be on a District-approved bond form (see Attachment E for sample bond form), and be secured from a surety company satisfactory to the District within ten (10) calendar days of the award of the Contract. The Bond shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

- 5. ADD Section 53. Prohibitions on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18), which shall now read as follows:

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal

confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

6. ADD Section 54. Use of Biobased Products (FAR 52.223-1), which shall now read as follows:

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

7. ADD Section 55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4), which shall now read as follows:

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the District to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

8. All other terms and conditions of Agreement No. 4400028766 shall remain unchanged.
9. This Amendment No. 2 shall take effect on the date it is last signed by both parties.
10. 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, Chair

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

By _____
Deputy

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

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

Name Neal Grabowski
(Print or type name of person signing contract)

Title CFO
(Print or Type)

Dated: _____

Address 8780 19th Street #360
Alta Loma, CA 91701

FOR DISTRICT USE ONLY

Approved as to Legal Form ► _____ Sophie A. Curtis, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► _____ Andy Silao, PE Date _____	Reviewed/Approved by District ► _____ Noel Castillo, Chief Flood Control Engineer Date _____
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Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or District policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other District 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 District in a proceeding on the matter for the purpose of influencing the District's decision 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, 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: Upland Rock, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Neal Grabowski
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):
Neal Grabowski
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

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 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		

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 and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Flood Control District Board of Supervisors or other District elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Flood Control District Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other District elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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 the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other District elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the District. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other District elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the District..