

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-591 A-1

SAP Number

Public Works

Department Contract Representative	Chris Nguyen, P.E. Engineering Manager
Telephone Number	(909) 387-7940
Consultant	Dokken Engineering
Consultant Representative	Rosa Griggs
Telephone Number	(916) 858-0642
Contract Term	07/14/2020 – 12/31/2027
Original Contract Amount	\$2,498,918
Amendment Amount	\$0
Total Contract Amount	\$2,498,918
Cost Center	6652000H14853, H14910-18

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 20-591

WHEREAS, on July 14, 2020, the San Bernardino County Board of Supervisors ("Board") approved the original contract (County Contract No. 20-591, "the CONTRACT") in the amount of \$2,498,918 between the COUNTY and CONSULTANT for completion of professional engineering and environmental services for the replacement of 10 bridges on National Trails Highway in the Amboy and Essex areas, in compliance with California Environmental Quality Act (CEQA) requirements, hereinafter called "the PROJECT"; and,

WHEREAS, COUNTY and CONSULTANT agree that additional time will be required for CONSULTANT to complete final design services; and

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

1. DELETE Section D, "Term of Contract" and REPLACE it with new Section D, which shall now read as follows:

D. TERM OF CONTRACT

This Contract is effective as of July 14, 2020, and expires December 31, 2027, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

2. DELETE Exhibit "C" and REPLACE it with the revised Exhibit "C", attached hereto and incorporated herein by this reference.
3. ADD the following paragraph to Section C, as new paragraph C.50:

C.50 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

4. ADD the following paragraph to Section C, as new paragraph C.51:

C.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Exhibit "D" - Campaign Contribution Disclosure Senate Bill 1439, 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 County, 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 County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County 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.

5. ADD the attached Exhibit "D" – Campaign Contribution Disclosure Senate Bill 1439, as referred to in Section C, paragraph C.51, and incorporated by this reference.
6. The recitals of this Amendment No. 1 are hereby incorporated into the body of this Amendment No. 1 by this reference.
7. All other provisions and terms of CONTRACT No. 20-591 shall remain the same and are hereby incorporated herein by this reference.
8. This Amendment No. 1 shall take effect on the date it is last signed by both parties.

9. 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.

This Amendment No. 1 shall be effective when approved by CONSULTANT's authorized representative and COUNTY's Board of Supervisors.

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

SAN BERNARDINO COUNTY

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

JUN 25 2024

Dated: _____

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

By *Lynne Menell*
 Lynne Menell
 Clerk of the Board of Supervisors
 of the San Bernardino County



By *[Signature]*
 Deputy

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

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

Name John A. Klemunes, Jr.
 (Print or type name of person signing contract)

Title President
 (Print or Type)

Dated: 5/31/24

Address 110 Blue Ravine Road, Suite 200
Folsom, CA 95630

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**

Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► *[Signature]*

Andy Silao

Date 6/6/2024

Reviewed/Approved by Department

► *[Signature]*

Noel Castillo

Date 6/10/24

9. 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.

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

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
 of the San Bernardino County

By _____
 Deputy

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

By ► 
 (Authorized signature – sign in blue ink)

Name John A. Klemunes, Jr.
 (Print or type name of person signing contract)

Title President
 (Print or Type)

Dated: 5/31/24

Address 110 Blue Ravine Road, Suite 200
Folsom, CA 95630

FOR COUNTY USE ONLY


Approved as to Legal Form ►  Aaron Gest, Deputy County Counsel Date <u>6/6/24</u>	Reviewed for Contract Compliance ► _____ Andy Silao Date _____	Reviewed/Approved by Department ► _____ Date _____
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Exhibit "C"
Updated Schedule



Exhibit "D" Campaign Contribution Disclosure (SB 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: Dokken Engineering
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: 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):
N/A
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 \$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): _____

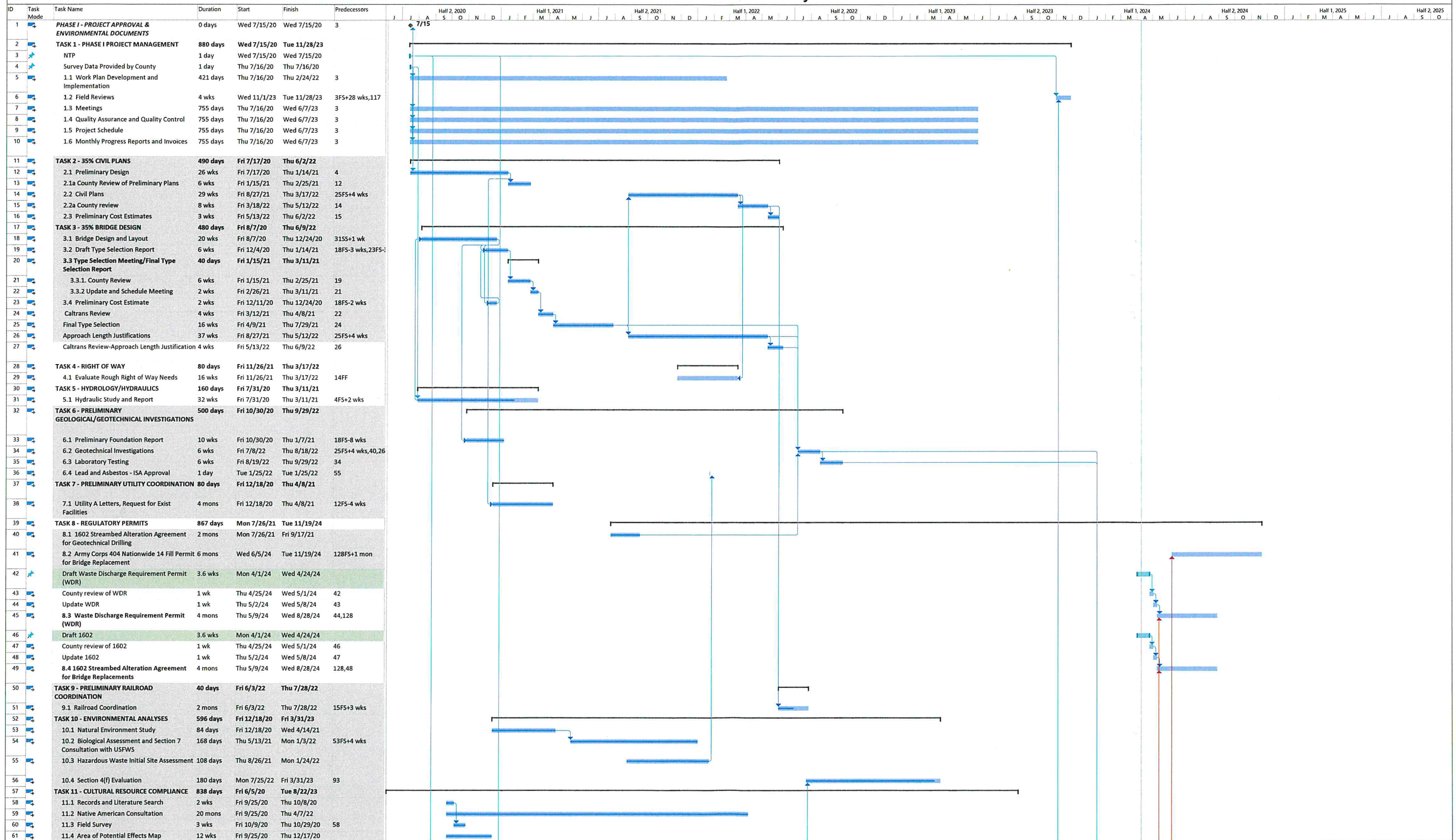
Amount(s): _____

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

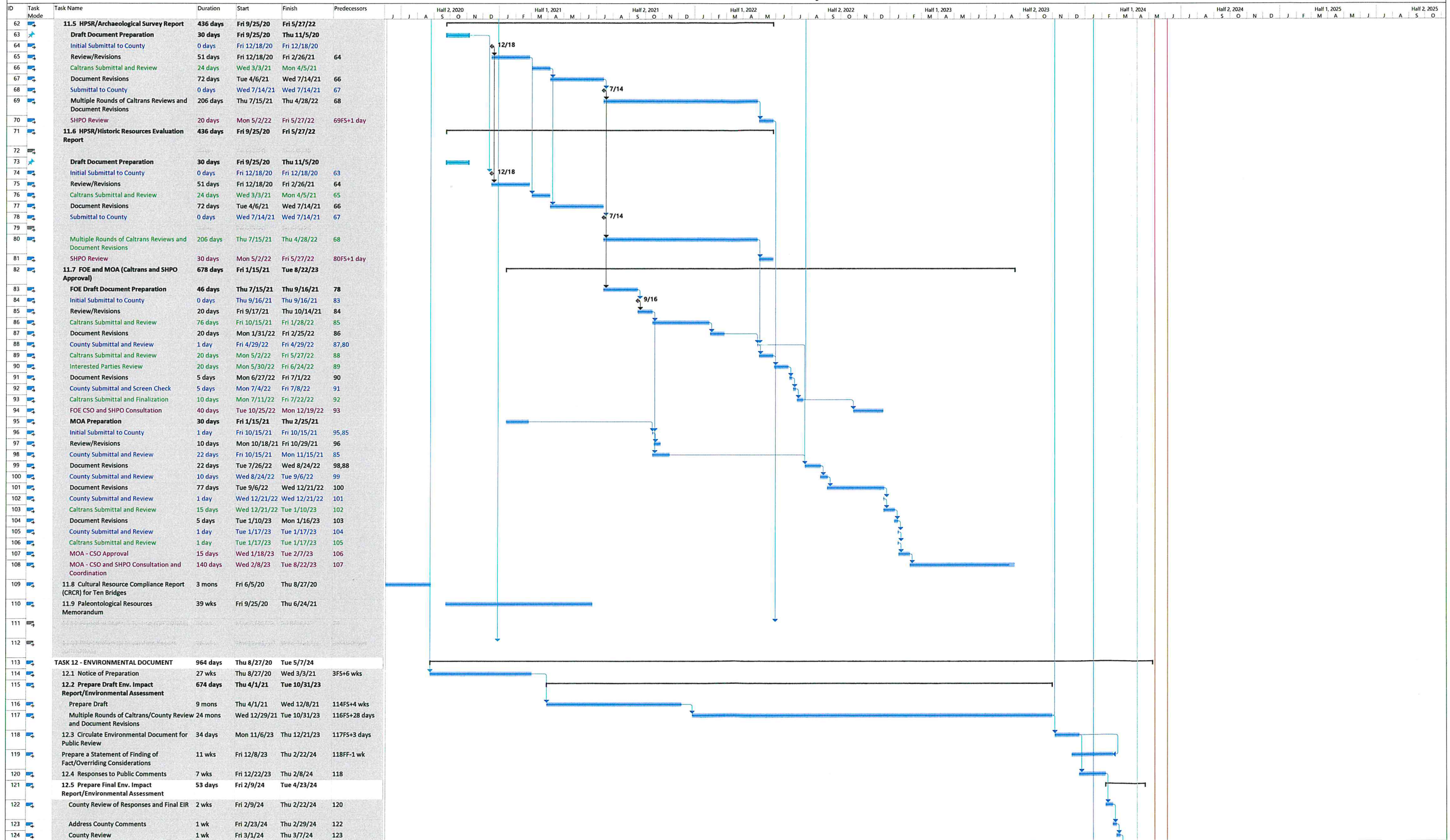
EXHIBIT C: UPDATED SCHEDULE - NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

San Bernardino County



UPDATED SCHEDULE - NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

San Bernardino County



UPDATED SCHEDULE - NATIONAL TRAILS HIGHWAY AT 10 BRIDGES

San Bernardino County

