



Contract Number

20-324 A-3

SAP Number

4400027347 A-3

Project & Facilities Management

Department Contract Representative Richard Ayala
Telephone Number (909) 387-5111

Contractor Langan CA, Inc
Contractor Representative Brett Milburn
Telephone Number 610-984-8515
Contract Term 6/2/2020 – 12/31/25
Original Contract Amount \$ 965,879
Amendment Amount \$ 112,000
Total Contract Amount \$ 1,077,879
Cost Center 7830001000
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3
CONTRACT NO. 20-324
SOFTWARE CONSULTING SERVICES**

This Amendment to Contract No. 20-324 is effective April 8, 2025, between Langan CA, Inc. (hereinafter "Contractor") and San Bernardino County, previously referred to as the County of San Bernardino, (hereinafter "County") for software consulting services.

NOW, THEREFORE, the County and Contractor mutually agree as follows:

- 1. **REPLACE Section D. TERM OF CONTRACT,** with the following:
This Contract is effective as of June 2, 2020 and expires December 31, 2025 but may be terminated earlier in accordance with provisions of this Contract. If at any time, County discontinues use of the Archibus, cadNow/SpaceView and/or Microview software, County shall have the right to immediately terminate this agreement.

2. REPLACE Section F. FISCAL PROVISIONS, F.1 with the following:

The maximum amount of payment under this Contract shall not exceed \$1,077,879 (effective 4/8/25) and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

3. ADD to ATTACHEMENT A – Fee Schedule, the following:

Expected Fees Breakdown

The Addendum combines Professional Services and Drawing Management work to be performed. For planning purposes, fees are expected to be break down as follows by Cost Center and type of work:

County Cost Center	Type of Work	Amounts
Utilities	Professional Services	\$ 23,000
Facilities Management	Professional Services	\$ 41,400
Real Estate	Professional Services	\$ 27,600
	Drawing Management	\$ 20,000
Total		\$ 112,000

Scope of Services

Langan will provide flexible support bounded by the budget and schedule of this agreement, and as directed by County leadership. Based on our understanding of County's strategic priorities, Langan expects to perform work in some or all the following areas:

- Improve Application Security. Sample objectives:
 - Implement SSL / HTTPS application connections.
 - Set up Single Sign On (SSO) integrated with County SSO infrastructure.
 - Clean up user accounts.
- Improve Space Accounting / Chargeback Processes and Data. Sample objectives:
 - Clean up County drawings - All buildings with occupied space to have an up-to-date drawing.
 - Document county space accounting processes; plan and implement needed changes to Archibus.
 - Decide on and implement approach to space history data.
- Implement Archibus Onsite Mobile. Sample objectives:
 - Mobile device support for field craftspeople
 - Support for adding Parts to WRs
 - Coordinate with ITD on required support
- Data Change Tracking. Sample objectives:
 - Enable tracking data changes back to a date/time/responsible person
 - Consider Archibus Data Logging or custom table columns and logic
- Simplified UI. Sample objectives:
 - Reduce homepage and application complexity
 - Implement Power BI dashboards
- Application Performance. Sample objectives:
 - Objectively Test Application Performance
 - Determine Root Causes (Network, Server, DB, Software) and address

Langan and the County understand that these priorities may evolve over the course of this engagement and agree to work together to prioritize work on those priorities identified by County as the most important.

Note: Fees detailed here do not include funding for renewal of Archibus Software subscriptions. This will need to be handled separately. Current software subscriptions run through December 23, 2025, and will need to be renewed during the period of this engagement.

Fee Schedule

Work for this amendment will be performed on a time and materials basis according to the rate tables below. All services will be performed remotely by Langan staff unless approved by County.

Professional Services Rates

Project Personnel	Hourly Rate
Principal in Charge	\$300
Account Manager	\$245
Programmer	\$265
IWMS Administrator	\$205
IWMS Assistant	\$120
CAD Drafter	\$110
Data Entry	\$100
Work Processor / Admin	\$95

Drawing Management Rates

Work to Perform	Rate per SF
Create AutoCAD drawings from existing drawings (e.g. PDFs), including cleanup; poly-line to BOMA standards	\$ 0.10
Cleanup of AutoCAD drawing prior to poly-lining	\$ 0.04
Draft poly-lines to BOMA standards on AutoCAD drawing	\$ 0.03
Connect poly-lines to CAFM system (room standards, etc.)	\$ 0.03

Required travel to County sites will be billed as incurred, and according to County policies. Such travel costs will be billed against the total for this engagement.

4. ADD Attachment D, Levine Act – Campaign Contributions Disclosure

5. All other terms and conditions of this Contract shall remain the same.

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 and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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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

LANGAN CA, INC.

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

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

Bret Milburn

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

Title Associate Principal/Vice President

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Kaleigh Ragon, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Jennifer Costa, Chief of Facilities Management
Project & Facilities Management Department

Date _____



ATTACHMENT D

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 County 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 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-subsidiary 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: Not Applicable
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: Not Applicable
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):
Not Applicable
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Not Applicable	Not Applicable
Not Applicable	Not Applicable

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Not Applicable	Not Applicable	03/26/25
Not Applicable	Not Applicable	03/26/25

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):
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>

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
Not Applicable	Not Applicable
Not Applicable	Not Applicable

9. Was a campaign contribution, of more than \$500, 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: Not Applicable

Name of Contributor: Not Applicable

Date(s) of Contribution(s): 03/26/25

Amount(s): Not Applicable

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 \$500 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.