



Contract Number

23-389 A1

SAP Number

**Project and Facilities Management Department
Project Management**

Department Contract Representative Don Day
Telephone Number (909) 387-5000

Contractor Turner & Townsend Heery, LLC
Contractor Representative Alberto Vela
Telephone Number 619-508-2744
Contract Term 5 Years
Original Contract Amount Not-to-exceed \$4,500,000
Amendment Amount _____
Total Contract Amount Not-to-exceed \$4,500,000
Cost Center _____
Discipline Name On Call Professional Services
Construction Management

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 1
CONTRACT NO. 23-389
ON CALL PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES**

The following is an amendment to Contract No. 23-389 between Turner & Townsend Heery, LLC., (hereinafter "Consultant") and San Bernardino County (hereinafter "County") for On-Call Professional Services – Construction Management.

WHEREAS, on or about May 23, 2023 (Item No. 50), the County entered into a contract with CBRE Heery, Inc., for On-Call Professional Services – Construction Management (Contract No. 23-389); and

WHEREAS, on or about January 1, 2023, CBRE Heery, Inc., transferred stock ownership to Turner & Townsend Heery, LLC; and

WHEREAS, on or about May 4, 2023, the California Secretary of State recorded a name change amendment for Consultant from CBRE Heery, Inc. to Turner & Townsend Heery, LLC; and

WHEREAS, on or about June 29, 2023, CBRE Heery, Inc., notified the County of its entity name change to Turner & Townsend Heery, LLC.

NOW THEREFORE, the County and Consultant mutually agree to the following Amendment No. 1 to Contract 23-389 for On-Call Professional Services – Construction Management.

1. CHANGE Consultant from CBRE Heery, Inc., to Turner & Townsend Heery, LLC. All references to CBRE Heery, Inc., shall be considered to be to Turner & Townsend Heery, LLC.

2. REPLACE **ARTICLE 13. NOTICES** with the following:

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, or by facsimile, or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

Consultant's address: Turner & Townsend Heery, LLC
4141 Inland Empire Boulevard, Ste. 100
Ontario, CA 91764

County's address: Project and Facilities Management Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184

3. ADD **ARTICLE 36. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**.

Consultant has disclosed to the County using Appendix G - 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. Consultant acknowledges that under Government Code section 84308, Consultant 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 County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Consultant 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 Consultant.

4. REPLACE **ARTICLE 36. CONCLUSION** with the following:

ARTICLE 36. CONCLUSION

36.1 This Contract, consisting of 36 pages, Appendixes A, B, C, D E, F, and G is the full and complete document describing services to be rendered by Consultant to County including all covenants, conditions and benefits.

36.2 The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

36.3 This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

