



Contract Number

21-493 A1

SAP Number

Project and Facilities Management Department

Department Contract Representative	Charles Brammer
Telephone Number	(909) 387-5000
Contractor	Griffin Structures, Inc
Contractor Representative	Jon Hughes
Telephone Number	(949) 497-9000
Contract Term	June 22, 2021-February 28, 2027
Original Contract Amount	Not-To-Exceed \$4,067,500
Amendment Amount	Not-To-Exceed \$292,000
Total Contract Amount	Not-To-Exceed \$4,359,500
Cost Center	7700003100
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1
CONTRACT No. 21-493
Valley Communications Center Project

The following are amendments to Contract No. 21-493 with Griffin Structures, Inc.

WHEREAS, a consultant services contract (Contract) was entered into between the San Bernardino County ("County"), and Griffin Structures Inc., ("Consultant"), on June 22, 2021, to provide Construction Management Services; and

WHEREAS, the County and Consultant desire to extend the Contract term.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. REPLACE SECTION D, TERM OF CONTRACT, with the following:

The Contract is effective as of June 22, 2021, and expires February 28, 2027, but may be terminated earlier in accordance with the provisions of this Contract.

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

F.1 The maximum amount of payment under this Contract shall not exceed \$4,359,500, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Subject to the maximum amount previously stated, Compensation shall be a negotiated fee per the Consultant's specific Fee Proposal Sheet (see Attachment C). Each invoice shall be in writing, identify specific work required, designate the method of compensation and shall be approved by the County in writing.

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. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment D – 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 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 \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

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 to ATTACHMENT C - ASR 01, as attached hereto and incorporated herein.

5. CONTRACT EXECUTION

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.

6. All other terms and conditions of the Contract shall remain unchanged.

[Signatures on Following Page]

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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

Griffin Structures, Inc.

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

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

Name Jon Hughes
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 2 Technology Dr., Ste 120

Irvine, CA 92618

FOR COUNTY USE ONLY

Approved as to Legal Form

► Kaleigh Ragon, County Counsel

Date _____

Reviewed for Contract Compliance

► Charles Brammer, Supervising Project Manager

Date _____

Reviewed/Approved by Department

► Don Day, Director PFMD

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: Griffin Structures

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):

Roger Torriero

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	N/A

6. Name of agent(s) of Contractor:

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

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: _____ N/A

Name of Contributor: _____ N/A

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

N/A

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 \$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.