



Contract Number

22-1071 A-2

SAP Number

Project and Facilities Management Department Project Management

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

Contractor	Icon West, Inc.
Contractor Representative	Bernard Ashkar
Telephone Number	(213) 385-0027
Original Contract Term	550 Days
Prior Authorized Revised Contract Term	640 Days
Original Contract Amount	\$23,766,681
Prior Authorized Amendment No.1	\$710,903
Prior Authorized Change Order No.1	\$302,491
Total Contract Prior to Amendment 2	\$24,780,075
Amendment No. 2 Amount	\$248,231
Total Revised Contract Amount	\$25,028,306
Cost Center	7700003100
Project Name	ISD Acquisition and Improvements
WBSE	10.10.0768
Grant Number	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 2
CONTRACT No. 22-1071
ISD Acquisitions and Improvements, Project No. 10.10.0768**

The following are amendments to Contract No. 22-1071 with Icon West, Inc. for the ISD Acquisition and Improvements Project ("Project").

WHEREAS, a construction contract ("Agreement") was entered into between the San Bernardino County ("County"), and Icon West, Inc. ("Contractor"), on October 25, 2022 to perform certain work as described in the Project Bid Documents for construction of the Project;

WHEREAS, following the award of the Agreement and during the course of construction, the Contractor encountered the following unforeseen conditions; differing site conditions; incorrectly framed structural openings; and changes required by authorities having jurisdiction as stipulated in Change Order Request (COR) No. 42R1, 63, 64R1, 65, 68, 69, 70, and 71; and

WHEREAS, these conditions and the extent of these conditions were unforeseen and could not have been anticipated at the time of bid or execution of the Agreement and these conditions have necessitated the execution of this Amendment.

NOW THEREFORE, the Agreement is hereby amended as follows:

Section 1. The following changes and their respective costs, which have been claimed by Icon West, Inc., have been added to the Agreement:

1. Labor, materials, and equipment to modify roof termination per manufacturer requirements to meet and maintain warranty (COR 42R1).

<u>ADDS</u>	<u>\$</u>	<u>136,800</u>
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2. Labor, materials, and equipment to replace missing glass that was damaged before construction and discovered during contractor mobilization not shown in the contract documents (COR 63).

<u>ADDS</u>	<u>\$</u>	<u>3,066</u>
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3. Labor, materials, and equipment to supply and install new roof drain due to the existing roof drain found to have cracks and causing leaks (COR 64R1).

<u>ADDS</u>	<u>\$</u>	<u>14,302</u>
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4. Labor, materials, and equipment to demolish and properly rebuild existing walls that were not specified in the contract bid documents and discovered during demolition (COR 65).

<u>ADDS</u>	<u>\$</u>	<u>26,128</u>
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5. Labor, materials, and equipment to supply and install additional floor preparation due to differing floor conditions discovered while installing flooring at level 2 (COR 68).

<u>ADDS</u>	<u>\$</u>	<u>1,267</u>
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6. Labor, materials, and equipment to complete site modifications for Colton Electric to access the existing transformer near the building (COR 69).

<u>ADDS</u>	<u>\$</u>	<u>26,438</u>
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7. Labor, materials, and equipment to modify vehicle gates per City of Colton requirements (COR 70).

<u>ADDS</u>	<u>\$</u>	<u>18,499</u>
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8. Labor, materials, and equipment to perform hydronic systems water treatment not specified in contract documents at bid time (COR 71).

<u>ADDS</u>	<u>\$</u>	<u>21,731</u>
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NET ADDITION THIS AMENDMENT	\$	248,231
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Section 2. **The new Contract Sum is \$25,028,306.**

Section 3. The Agreement completion date remains August 29, 2024.

Section 4. The compensation (time and cost) set forth in this Amendment shall comprise the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Amendment, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Agreement. The Contract Time is the agreed upon period of time allotted to Contractor to achieve completion of the entire scope of work, without the imposition of liquidated damages. Extensions of the Contract Time are permitted by section 3.1 of the Contract, subject to written approval of the County. At all times the Agreement as a whole remains in full force and effect until all issues relating to the Agreement have been resolved. The signing of the Amendment shall indicate that the Amendment constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Amendment constitutes the total equitable adjustment owed the Contractor as a result of the change.

Section 5. All other terms and conditions of the Agreement, and approved change orders, shall remain unchanged.

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.

SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Daniel Pasek, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
René Glynn, Supervising Project Manager
Date _____

Reviewed/Approved by Department
► _____
Don Day, Director PFMD
Date _____