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



#### **Contract Number**

22-1071 A-1

**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		
Revised Contract Term	640 Days		
Original Contract Amount	\$23,766,681		
Prior Authorized Amendment	\$0		
Prior Authorized Change Order	\$0		
Total Contract Prior to Amendment	\$23,766,681		
Amendment Amount	\$710,903		
Total Revised Contract Amount	\$24,477,584		
Cost Center	7700003100		
Project Name	ISD Acquisition and Improvements		
WBSE	10.10.0768		

#### IT IS HEREBY AGREED AS FOLLOWS:

## AMENDMENT No. 1 CONTRACT No. 22-1071 ISD Acquisitions and Improvements Project

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 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 remediation of existing Fire Life Safety insufficiencies as stipulated in Change Order Request (COR) No. 4R1, 5R2, 11, 12R1, 17, 21Rev, 22.1, 25, 26, 30, and 36R1; and

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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 been

	<ol> <li>The following changes and their respective costs, which have been clided to the Agreement:</li> </ol>	almed by Icor	i vvest, ii	nc., nav
1.	Labor, materials, and equipment to repair existing fire rated walls that to meet current fire life safety code (COR 4R1).	were not suff	iciently pr	otected
	ADDS	\$	81,390	_
2.	Labor, materials, and equipment to demolish and remove existing discovered during demolition not shown in the contract documents (CC		partition	beams
	ADDS	\$	4,714	
3.	Labor, materials, and equipment to supply and install fire containme windows and edges (COR 11).	nt to infill the	gaps at	various
	ADDS	\$	15,741	
4.	Labor and materials, to demolish and properly rebuild existing fire rate in the contract bid documents (COR 12R1).	d walls that w	rere not s	pecified
	ADDS	\$	35,845	_
5.	Labor, materials, and equipment to replace existing heating, ventilal addition to exhaust fans found to be not operable during pre-functional			isors ir
	ADDS	\$	33,857	
6.	Labor, materials, and equipment to demolish and remove existing electrical trenches for new solar canopy footings (COR 21Rev).	unforeseen	concrete	slab a
	ADDS	\$	33,676	_
7.	Labor, materials, and equipment performed on a time and materials ba in Construction Change Directive (CCD) 001 and CCD 00.1.1 to firep walls, stairwell, and corridors to meet current fire life safety code (COR	roof various e		
	ADDS	\$	356,920	_
8.	Labor, materials, and equipment to repair existing fire proofing on scrap not sufficiently protected to meet current fire life safety code (COR 25).		beams th	at were
	ADDS	\$	6,662	_
9.	Labor, materials, and equipment to supply and install ninety-seven (97 per Fire Marshall direction that were not specified in the contract bid do	•		devices
	ADDS	\$	115,308	_

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10.	Labor, materials, and equipment to demolish and remove exist generator yard (COR 30).	ing unforesee	n asphalt slab at new
	ADDS	\$	4,401
11.	Labor, materials, and equipment to construct solar canopy unforeseen utility within reinforced concrete piping (COR 36R1).	footing over	and around existing
	ADDS	\$	22,389
	NET ADDITION THIS AMENDMENT	\$	710,903

Section 2. The new Contract Sum is \$24,477,584.

Section 3. The original Contract Time was 550 days and the above changes added 90 days to the Contract Time for a total of 640 days and a new Agreement completion date of 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 Contract as a whole remains in full force and effect until all issues relating to the Contract 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.

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Date Nov 13, 2023

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 Contract (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 Icon West Inc (Print or type name of corporation, company, contractor, etc.) Dawn Rowe, Chair, Board of Supervisors (Authorized signature - sign in blue ink) Bernard Ashkar DEC 0 5 2023 Dated: Name (Print or type name of person signing contract) SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD Chief Executive Officer Lynna Monell Clerk'bf the Board (Print or Type) Nov 13, 2023 Dated: 520 S. La Fayette Park Place, Suite Address Los Angeles, CA 90057 FOR COUNTY USE ONLY Approved as to Legal Form Reviewed for Contract Compliance Reviewed/Approved by Department Julio J. Surber Rene Glynn Don Day Don Day (Nov 13/2023 16:18 PST) Rene Glynn (Nov 13, 2023 14:41 PST) Julie Surber, Principal Asst. County Counsel René Glynn, Supervising Project Manager Don Day, Director PFMD

Date Nov 13, 2023

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Date Nov 13, 2023