



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>
-------------	-----------	----------------

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>
-------------	-----------	--------------

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>
-------------	-----------	---------------

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>
-------------	-----------	---------------

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>
-------------	-----------	--------------

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>
-------------	-----------	---------------

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>
-------------	-----------	---------------

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>
-------------	-----------	---------------

NET ADDITION THIS AMENDMENT	\$	248,231
------------------------------------	-----------	----------------

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

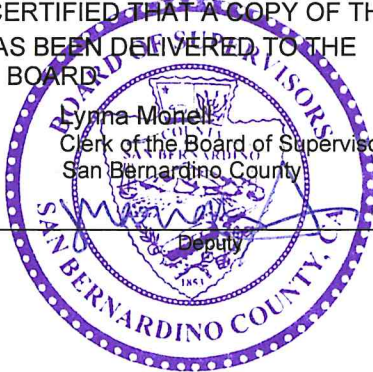
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024

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 _____



Icon West Inc.

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

By *Bernard Ashkar*
Bernard Ashkar (Aug 13, 2024 10:26 PDT)
(Authorized signature - sign in blue ink)

Name Bernard Ashkar
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: Aug 13, 2024

Address 520 S. La Fayette Park Pl. #503
Los Angeles 90057

FOR COUNTY USE ONLY

Approved as to Legal Form

Daniel Pasek
Daniel Pasek (Aug 13, 2024 10:32 PDT)
Daniel Pasek, Deputy County Counsel
Date Aug 13, 2024

Reviewed for Contract Compliance

Rene Glynn
Rene Glynn (Aug 13, 2024 17:30 PDT)
René Glynn, Supervising Project Manager
Date Aug 13, 2024

Reviewed/Approved by Department

Don Day
Don Day (Aug 15, 2024 07:36 PDT)
Don Day, Director PFMD
Date Aug 15, 2024












0768-Amendment No. 2 - Icon West

Final Audit Report


2024-08-15


Created:	2024-08-13
By:	Liliana Aubert (Liliana.Aubert@pfm.sbcounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9BZsCO-0P2gFIOxO0C8-JmyB8xZpVRSI

"0768-Amendment No. 2 - Icon West" History


-  Document created by Liliana Aubert (Liliana.Aubert@pfm.sbcounty.gov)
2024-08-13 - 0:00:28 AM GMT
-  Document emailed to bernard@icon-west.com for signature
2024-08-13 - 0:00:32 AM GMT
-  Email viewed by bernard@icon-west.com
2024-08-13 - 3:10:11 PM GMT
-  Signer bernard@icon-west.com entered name at signing as Bernard Ashkar
2024-08-13 - 5:26:34 PM GMT
-  Document e-signed by Bernard Ashkar (bernard@icon-west.com)
Signature Date: 2024-08-13 - 5:26:36 PM GMT - Time Source: server
-  Document emailed to daniel.pasek@cc.sbcounty.gov for signature
2024-08-13 - 5:26:38 PM GMT
-  Email viewed by daniel.pasek@cc.sbcounty.gov
2024-08-13 - 5:30:21 PM GMT
-  Signer daniel.pasek@cc.sbcounty.gov entered name at signing as Daniel Pasek
2024-08-13 - 5:32:10 PM GMT
-  Document e-signed by Daniel Pasek (daniel.pasek@cc.sbcounty.gov)
Signature Date: 2024-08-13 - 5:32:12 PM GMT - Time Source: server
-  Document emailed to Rene Glynn (Rene.Glynn@pfm.sbcounty.gov) for signature
2024-08-13 - 5:32:13 PM GMT
-  Email viewed by Rene Glynn (Rene.Glynn@pfm.sbcounty.gov)
2024-08-14 - 0:29:53 AM GMT


 Document e-signed by Rene Glynn (Rene.Glynn@pfm.sbcounty.gov)
Signature Date: 2024-08-14 - 0:30:35 AM GMT - Time Source: server

 Document emailed to donald.day@pfm.sbcounty.gov for signature
2024-08-14 - 0:30:37 AM GMT

 Email viewed by donald.day@pfm.sbcounty.gov
2024-08-14 - 10:24:30 PM GMT

 Signer donald.day@pfm.sbcounty.gov entered name at signing as Don Day
2024-08-15 - 2:36:03 PM GMT

 Document e-signed by Don Day (donald.day@pfm.sbcounty.gov)
Signature Date: 2024-08-15 - 2:36:05 PM GMT - Time Source: server

 Agreement completed.
2024-08-15 - 2:36:05 PM GMT