



**Contract Number**

23-527 CO-2

**SAP Number**

## Project and Facilities Management

<b>Department Contract Representative</b>	<u>Charles Brammer</u>
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	<u>Swinerton Builders, Inc.</u>
<b>Contractor Representative</b>	<u>Besim Fejzagic</u>
<b>Telephone Number</b>	<u>(949) 468-8582</u>
<b>Contract Term</b>	<u>852 Days</u>
<b>Original Contract Amount</b>	<u>\$98,041,119</u>
<b>Change Order Amount</b>	<u>\$636,555.30</u>
<b>Total Contract Amount</b>	<u>\$98,764,670.30</u>
<b>Cost Center</b>	<u>7700003100</u>
<b>Grant Number (if applicable)</b>	<u>Not Applicable</u>

### IT IS HEREBY AGREED AS FOLLOWS:

CONTRACTOR Swinerton Builders, Inc.

Federal ID No. or Social Security No. On File

Contractor's Representative Besim Fejzagic

Address 200 North Main Street, Santa Ana, CA 92701 Phone (949) 468 - 8582

Nature of Contract: Change Order No. 02 to the construction contract for the Valley Communication Center in San Bernardino. Project No. 10.10.0181.

**NET ADDITION THIS CHANGE ORDER** **\$ 636,555.30**

Date October 7, 2025

Change Order No. 02

Contract for Valley Communication Center Project

Contract No. 23-527

Department Projects & Facilities Management

Cost Center 7700003100

Distribution:

To: Swinerton Build

200 North Main Street, Santa Ana, CA 92701

Clerk of the Board

Contractor

Auditor

Real Estate Services – Project Management

Change Order No. 02 to the Construction Contract for the Valley Communication Center Project.

1. Labor, materials, and equipment necessary to complete the work requested by Consolidated Fire Agencies (CONFIRE), including the revised layout of their Level 1 area with installation of additional doors and card readers, deletion of the connection to the Sheriff dispatch floor on Level 3, and revised floor layouts of the CONFIRE administrative offices on Level 3 (PCI 021).

<u>ADDS</u>	<u>\$182,841.80</u>
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2. Labor, materials, and equipment necessary to complete the additional IT scope requested by CONFIRE, including the installation of additional situational awareness monitors, power and data connections, and card readers (PCI 026).

<u>ADDS</u>	<u>\$325,115.00</u>
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3. Cost to provide an extended five (5) year warranty (in addition to the standard 1-year warranty) for the Daikin chillers, as requested by the Project and Facilities Management Department (PCI 066).

<u>ADDS</u>	<u>\$59,789.00</u>
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4. Added cost to revise the building fire alarm system to be a Potter fire system, as requested by Project and Facilities Management Department (PCI 075).

<u>ADDS</u>	<u>\$35,106.00</u>
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5. Added cost associated with the design effort related to the Office of Emergency Services (OES) floor revision considerations including a complete study for the proposed scope. The proposed scope included revising wall protection plans, low voltage drawings, furniture plans, floor finish plans, and interior elevation. (PCI 087.01). Revisions were not directed to proceed into construction.

<u>ADDS</u>	<u>\$4,165.00</u>
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6. Added cost to revise the Acoustical Ceiling Tile ceiling suspension system from a 15/16" to 9/16" grid, as requested by Project and Facilities Management Department (PCI 0100).

<u>ADDS</u>	<u>\$29,538.50</u>
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<b>TOTAL ADDS THIS CHANGE ORDER</b>	<b>\$ 636,555.30</b>
<b>TOTAL DEDUCTS THIS CHANGE ORDER</b>	<b>\$ 0</b>
<b>NET ADDITION THIS CHANGE ORDER</b>	<b>\$ 636,555.30</b>

**Total Contract Time Extension for above changes – 0 days.  
The Project Completion date remains December 01, 2025.**

The compensation (time and cost) set forth in this Change Order shall comprise the total compensation due the Contractor for the work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all work contained in the Change Order, 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 Contract. 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 Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor as a result of the change.

#### **CONTRACT EXECUTION**

This Change Order 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 Change Order. The parties shall be entitled to sign and transmit an electronic signature of this Change Order (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 Change Order upon request

The cumulative total of all change orders is 0.738 % over the original contract price.

Original Contract	\$	<u>98,041,119</u>
Prior Amendments	\$	<u>0</u>
Amended Contract Amount	\$	<u>0</u>
Prior Authorized Change Orders	\$	<u>86,996</u>
Total Contract Prior to this Change	\$	<u>98,128,115</u>
Authorized Changes in this Change Order:		
Addition	\$	<u>636,555.30</u>
Deduction	\$	<u>0</u>
NET (Addition)	\$	<u>636,555.30</u>
Amount of Contract Authorized		
Including This Change Order	\$	<u>98,764,670.30</u>

[Signatures on next 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  
CHAIR OF THE BOARD

Lynna Monnell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Swinerton Builders, Inc.

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Besim Fejzagic  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Director  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

►  
Kaleigh Ragon, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Charles Brammer, Supervising Project Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Don Day, Director of Project and Facilities  
Management

Date \_\_\_\_\_