

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



Contract Number

22-1071 CO-2

SAP Number

Project and Facilities Management Department Project Management

Department Contract Representative	<u>Don Day</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Icon West, Inc.</u>
Contractor Representative	<u>Bernard Ashkar</u>
Telephone Number	<u>(213) 385-0027</u>
Contract Term	<u>640 Days</u>
Original Contract Amount	<u>\$23,766,681</u>
Prior Authorized Amendment No.1	<u>\$710,903</u>
Prior Authorized Change Order No.1	<u>\$302,491</u>
Amendment No. 2 Amount	<u>\$248,231</u>
Change Order No. 2 Amount	<u>\$705,073</u>
Total Contract Amount	<u>\$25,733,379</u>
Cost Center	<u>7700003100</u>
Project Name	<u>ISD Acquisition and Improvements</u>
WBSE	<u>10.10.0768</u>
Grant Number	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

CONTRACTOR Icon West, Inc.

Federal ID No. or Social Security No. On File

Contractor's Representative Bernard Ashkar

Address 520 S. La Fayette Park Place, Suite 503, Los Angeles, CA 90057 Phone (213) 385 - 0027

Nature of Contract: Change Order No. 2 to the construction contract for the ISD Acquisition and Improvements Project in Colton. Project No. 10.10.0768.

NET ADDITION THIS CHANGE ORDER \$ **705,073**

Date August 20, 2024

Contract No. 22-1071 CO-2
Department Project and Facilities Management
Cost Center 7700003100

Change Order No. 2

Contract for ISD Acquisition and Improvements Project

Distribution:

To: Icon West, Inc.
520 S. La Fayette Park Place, Suite 503,
Los Angeles, CA 90057

Clerk of the Board
Contractor
Auditor
Project and Facilities Management

Change Order No. 2 to the construction contract for the ISD Acquisition and Improvements.

1. Labor, materials, and equipment to supply and install slopes to drains in restrooms per Designer of Record (DOR) responses to Request for Information (RFI) No. 052.1 (COR 18R2).

ADDS	\$	7,325
<hr/>		

2. Labor, materials, and equipment to replace (3) existing water heaters that were past their useful life and for providing tint on windows at training room per County direction (COR 28R1).

ADDS	\$	39,107
<hr/>		

3. Labor, materials, and equipment to fur out wall for electrical panels not shown in the contract documents per DOR responses to RFI No. 154 and 163 (COR 31R2).

ADDS	\$	17,052
<hr/>		

4. Labor, materials, and equipment to prep aluminum frames for additional structural support per DOR responses to RFI No. 153 (COR 32R1).

ADDS	\$	10,000
<hr/>		

5. Labor, materials and equipment to repair damages caused by County staff while pulling cables and assist County Landscape vendor with demolition of the irrigation pad per County direction (COR 41).

ADDS	\$	3,615
<hr/>		

6. Labor, materials and equipment to replace the damaged window gaskets per County direction and DOR responses to RFI No. 206 (COR 43R1).

ADDS	\$	45,650
<hr/>		

7. Labor, materials, and equipment to perform various changes in scope that were not specified in the contract bid documents per DOR responses to RFI No. 121.1, 121.2, 196, 198, 210 and 214 (COR 44).

ADDS	\$	24,863
<hr/>		

8. Labor, materials and equipment for additional scope to build soffits at partial height walls per DOR response to RFI No. 213 (COR 45).

<u>ADDS</u>	<u>\$</u>	<u>19,512</u>
-------------	-----------	---------------

9. Labor, materials, and equipment to relocate thermostats and extend duct diffuser location per DOR response to RFI No. 215 (COR 46).

<u>ADDS</u>	<u>\$</u>	<u>8,538</u>
-------------	-----------	--------------

10. Labor, materials, and equipment to provide sound boots per DOR response to RFI No. 205.2 (COR 47R1).

<u>ADDS</u>	<u>\$</u>	<u>32,949</u>
-------------	-----------	---------------

11. Labor, materials, and equipment to supply and install County furnished Contractor installed equipment per County direction (COR 48).

<u>ADDS</u>	<u>\$</u>	<u>207,880</u>
-------------	-----------	----------------

12. Labor, materials, and equipment to supply and install County requested video walls and associated infrastructure on levels 2 and 3 per DOR Bulletin No. 006 (COR 49R1).

<u>ADDS</u>	<u>\$</u>	<u>73,609</u>
-------------	-----------	---------------

13. Labor, materials, and equipment to replace drinking fountains per DOR response to RFI No. 219 (COR 50R1).

<u>ADDS</u>	<u>\$</u>	<u>27,736</u>
-------------	-----------	---------------

14. Labor, materials, and equipment to supply and install thermostatic mixing valves for all restrooms per DOR response to RFI No. 218 (COR 51R1).

<u>ADDS</u>	<u>\$</u>	<u>9,965</u>
-------------	-----------	--------------

15. Labor, materials, and equipment to supply and install transfer grills at locations per DOR response to Bulletin No. 005 (COR 52R2).

<u>ADDS</u>	<u>\$</u>	<u>55,001</u>
-------------	-----------	---------------

16. Labor, materials and equipment to supply and install new pipe supports for mechanical piping that were not shown in the contract documents per DOR response to RFI No. 212 (COR 53R1).

<u>ADDS</u>	<u>\$</u>	<u>19,920</u>
-------------	-----------	---------------

17. Labor, materials, and equipment to supply and install County requested video walls and associated infrastructure at the training room per DOR Bulletin No. 008 (COR 54R1).

<u>ADDS</u>	<u>\$</u>	<u>48,720</u>
-------------	-----------	---------------

18. Labor, materials, and equipment to adjust existing grab rails due to conflicts with new handrail at stair landings per DOR responses to RFI No. 224 (COR 57R1).

<u>ADDS</u>	<u>\$</u>	<u>6,717</u>
-------------	-----------	--------------

19. Labor, materials, and equipment to supply power connections to the electrical control panel and install new circuit breakers not shown in contract documents per DOR responses to RFI No. 228 and 232 (COR 59).

<u>ADDS</u>	<u>\$</u>	<u>7,015</u>
-------------	-----------	--------------

20. Labor, materials, and equipment to demolish existing trash receptacles not shown in contract documents per DOR response to RFI No. 136 (COR 60).

<u>ADDS</u>	<u>\$</u>	<u>2,676</u>
-------------	-----------	--------------

21. Labor, materials, and equipment to make changes to the Radio Room per County direction captured in DOR Bulletin No. 009 (COR 61).

<u>ADDS</u>	<u>\$</u>	<u>15,835</u>
-------------	-----------	---------------

22. Labor, materials, and equipment to modify concrete masonry unit enclosure gate post per DOR response to RFI No. 221 (COR 62).

<u>ADDS</u>	<u>\$</u>	<u>3,239</u>
-------------	-----------	--------------

23. Labor, materials, and equipment to modify sheet metal at restroom paper towel dispensers per DOR responses to RFI No. 237 (COR 66).

<u>ADDS</u>	<u>\$</u>	<u>4,214</u>
-------------	-----------	--------------

24. Labor, materials, and equipment for additional electrical scope at various location through the building per DOR responses to RFI No. 118, 216, 227, 234, 236 and 244 (COR 67).

<u>ADDS</u>	<u>\$</u>	<u>11,684</u>
-------------	-----------	---------------

25. Labor, materials, and equipment to provide new fire rated glass at doors originally noted as tempered glass per DOR response to RFI No. 238 (COR 72).

<u>ADDS</u>	<u>\$</u>	<u>2,251</u>
-------------	-----------	--------------

TOTAL ADDS THIS CHANGE ORDER	\$ 705,073
TOTAL DEDUCTS THIS CHANGE ORDER	\$ 0
NET ADDITION THIS CHANGE ORDER	\$ 705,073

Total Contract Time extension for above changes – 0 days.

The Agreement completion date remains August 29, 2024.

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.

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 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 Change Order upon request.

The cumulative total of all change orders is 4.2 % over the original contract price.

Original Contract	\$	23,766,681
Prior Amendments	\$	959,134
Prior Authorized Change Orders	\$	302,491
Total Contract Prior to this Change Order:	\$	<u>25,028,306</u>
Authorized Changes in this Change Order:		
Addition	\$	<u>705,073</u>
Deduction	\$	<u>0</u>
NET (Addition)	\$	<u>705,073</u>
Amount of Contract Authorized Including This Change Order No. 2	\$	<u>25,733,379</u>

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



By _____

Lynna Monel
Deputy

Icon West Inc

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

By *Bernard Ashkar*
Bernard Ashkar (Aug 13, 2024 13:23 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 CA 90057

FOR COUNTY USE ONLY

Approved as to Legal Form

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

Reviewed for Contract Compliance

Rene Glynn
Rene Glynn (Aug 14, 2024 10:22 PDT)
René Glynn, Supervising Project Manager
Date Aug 14, 2024

Reviewed/Approved by Department

Don Day
Don Day (Aug 15, 2024 07:51 PDT)
Don Day, Director, PFMD
Date Aug 15, 2024