

County of Orange, OC Public Works
Sukut Construction, LLC

MA-299-22010267

**AMENDMENT NO.1
TO CONTRACT MA-299-22010267
FOR
CONTRACT FOR CONSTRUCTION PHASE SERVICES
FOR
PRIMA FEE BOOTH RELOCATION AND ENTRANCE IMPROVEMENTS PROJECT**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and **Sukut Construction, LLC** (“CM”), with County and CM sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS the Parties executed Contract No. MA-299-22010267 for Contract for Construction Phase Services for Construction Manager at Risk for, Prima Fee Booth Relocation and Entrance Improvements Project, effective February 22, 2022, with an amount not to exceed Twenty-Two Million Five Hundred Thousand Dollars (“Contract”); and,

WHEREAS, both Parties now desire to amend the Contract to increase the Contingency amounts, and the Guaranteed Maximum Price by a total of One Million, Five Hundred Dollars for a revised Total Contract Price of Twenty-Four Million Dollars (\$24,000,000); and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Article 3.1, **CONTINGENCY** is hereby amended and replaced in its entirety as follows:

3.2.1 “Contingency (CM’s)” means a fund to cover cost growth during the Project used at the discretion of the CM usually for costs that result from Project circumstances.

The amount of the CM’s Contingency will be **Five Hundred Forty-Four Thousand One Hundred Seventy-Five Dollars and Thirty-Four Cents** (\$544,175.34). Use and management of the CM’s Contingency during the construction phase is as presented in the Design Phase Contract, as reproduced in part below for reference.

CM’s Contingency is an amount the CM shall use under the following conditions:

- (1) With written approval of the County for increases in the Cost of the Work which are not the County’s responsibility, or
- (2) With written approval of the County for increases in General Condition Costs, or
- (3) Any CM’s Contingency not utilized shall be split 50/50 between the CM and the County after Project completion.

Markups (as established in the Design Phase Contract) will be applied by the CM at the time that the CM submits a request for use of the CM’s contingency to the County for approval. The County will not reasonably withhold approval of use of CM’s contingency under condition (1) above.

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3.2.2 “Contingency (County’s)” means a fund to be used at the discretion of the County to cover any increases in Project costs that result from County directed changes or unforeseen site conditions. County’s Contingency will be added to the GMP amount provided by the CM, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM at the time that County’s Contingency is used. Any County Contingency not utilized shall revert to the County after Project completion.

The amount of the County’s Contingency will be **Four Hundred Forty-Five Thousand Three Hundred Ninety-Three Dollars and Twenty-Three Cents (\$445,393.23)**. The County, at their sole discretion, can reduce the County’s Contingency amount at any time.

2. Article 3.3, **CONTRACT PRICE** is hereby amended and replaced in its entirety as follows:

3.3 CONTRACT PRICE

The Total Contract Price shall be the summation of the Guaranteed Maximum Price and Contingencies in the not to exceed amount of **Twenty-Four Million Dollars (\$24,000,000)**, as it may be adjusted pursuant to the “CHANGES” section of the General Conditions, and in accordance with the “PAYMENTS” section of the General Conditions.

3. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

SUKUT CONSTRUCTION, LLC
a Limited Liability Company

By Eddie Juarez

By Oren Post

Print Name Eddie Juarez

Print Name Oren Post

Title Vice President
Corporate Officer

Title CFO
Corporate Officer

Date 10/12/2023

Date 10/20/2023

COUNTY OF ORANGE, a political subdivision of the State of California

By _____

Print Name _____

Title Deputy Purchasing Agent

Date _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

APPROVED AS TO FORM:

County Counsel

By William Mink
Deputy

Date 10/20/2023