

Amendment To Development Agreement

This AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT (the "**Amendment**") is entered into by and between **Capital Facilities Development Corporation**, California nonprofit public benefit corporation ("**Corporation**") and **Griffin Structures, Inc.**, a California Corporation ("**Developer**"), as of _____, 2023. The Corporation and Developer may individually be referred to herein as a "**Party**," and collectively as the "**Parties**."

RECITALS:

A. Corporation and Developer have entered into the written Development Agreement, dated December 13, 2018 (the "**Agreement**"), relating to the design, development, financing, and construction of the Building 14/County Administration North project (sometimes referred to herein as the "**Original Project**").

B. Corporation and Developer desire to amend certain terms of the Agreement to add additional scope and funds to the Agreement.

AGREEMENT:

1. **Defined Terms.** Capitalized terms that are not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. **Separate Scope, Schedule, and GMP.** As discussed below, the Parties have agreed to, and do hereby, add the following scope of work to the Agreement, which will be subject to all of the terms and conditions of the Agreement, but such new scope will be treated as completely separate from the original scope for all purposes (i.e., treated as a separate "Project" under a separate but identical contract subject to all of the terms applicable to the Original Project, except as set forth herein).

(a) County Administrative Block Enhancements. The scope of work for the following:

- One additional County Monument Sign at corner of Ross St & Civic Center Drive.
- Twenty-nine additional stainless steel Guardiar stationary bollards at seven various locations.
- One additional eAgenda Kiosk for Brown Act redundancy monitor at Santa Ana Blvd adjacent to Paseo entrance.
- One Left-Turn arrow traffic light adjustment into CAN parking from westbound lane.

("Amendment Project") is described in this Amendment. The Amendment Project will be performed in accordance with approved plans and specifications based on the documents listed within Exhibit 1 to this Amendment, and which are incorporated herein by this reference ("**Index of Design Documents**")

(b) Amendment Project Schedule. The schedule placeholder will be developed after issuance of Notice to Proceed due to various material lead times that are beyond the control of this Amendment Project. Once lead times are established upon procurement of materials an Amendment Schedule will be developed and hereby added to the Agreement by this reference ("**Amendment Schedule**"), as Exhibit 2. The provisions of the Agreement for delays (e.g., Corporation-Caused Delays and Unavoidable Delays) will apply to the Amendment Schedule once established for the Amendment Project.

(c) Costs/GMP/Fee. The cost of the Amendment Project will be on a cost-plus basis subject to a Project GMP for the Amendment Project (on the same terms and conditions as Project GMP for the Original Project) as described in Exhibit 3 to this Amendment, which is hereby added to the Agreement by this reference ("**Amendment Costs**"). The Corporation will pay the Amendment Costs for the Amendment Project up to (but not to exceed) the amount of the

Amendment Project GMP for the Amendment Project identified in Exhibit 3, as such Amendment Project GMP for the Amendment Project may be further amended pursuant to the terms of the Agreement.


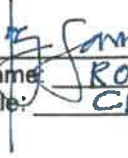
(d) Completely Separate from Original Project. The Amendment Project is completely separate from and will not impact the closeout of the original Project (e.g., establishing completion date of Project, payment of retention and final payment, start of warranties, etc.) on the terms and conditions as set out in the Agreement. Similarly, the Amendment Costs and Amendment Project GMP of the Amendment Project are completely separate from the costs and Project GMP of the Original Project; while Developer will have the ability to reallocate money between line items within each budget as allowed by the Agreement, no money may be allocated from one budget to the other budget (i.e., no allocation from Original Project budget to the Amendment Project budget, and vice versa). The budget for the Amendment Project will have a separate Corporation Contingency and a separate Developer Contingency (each as identified in Exhibit 3) that will each apply solely to the Amendment Project but are each otherwise subject to the same terms as the original Corporation Contingency and Developer Contingency as set forth in the Agreement.

(e) Funding. Funding for the costs of the Amendment Project will not be from the Bonds or Project Fund and payments for the Amendment Project will not be paid by the Trustee; rather, Corporation will secure separate funding for the Amendment Project and Corporation will pay the costs to Developer. At the discretion of the Corporation such payments for the Amendment Project may be paid by the County of Orange.

3. Developer's Architect, Developer's Construction Manager and its Trade Contractors. Developer's Architect and Construction Manager under the Agreement will remain the Architect and Construction Manager for the Amendment Project. Developer will execute an amendment to the Architect Contract and CMAR Contract to add the Amendment Project, which will follow the terms of this Amendment (e.g., separate scope, schedule, GMP, fee, etc. for the Amendment Project). The Trade Contractor(s) that will perform the Amendment Project will be procured by Construction Manager in accordance with the Corporation-Approved Procurement Plan (Exhibit R to the Agreement).

4. Interpretation and Conforming Amendments. This Amendment will be interpreted liberally by the Parties hereto and by any Party reviewing the terms of the Agreement or the Amendment with a view toward accomplishing the expressed intentions of the Parties hereto. It is specifically understood and agreed by the Parties hereto that all such other and further amendments to the Agreement necessary and helpful to conform the Agreement to the terms and provisions of this Amendment will be deemed by the Parties and by any such reviewer to have been made to the Agreement even though any relevant portion of the Agreement has not been expressly referred to or specifically amended in this Amendment. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control, including any necessary or helpful conforming amendments to the Agreement authorized by these provisions of the Amendment. All other terms and conditions of the Agreement will remain unchanged and in full force and effect. The agreements contained in this Amendment shall not be construed in favor of or against any Party, but shall be construed as if each Party prepared this Amendment. The Agreement and this Amendment represent the entire understanding between the Parties as to the subject matter of each document.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year set forth above.

<p><u>CORPORATION:</u></p> <p>Capital Facilities Development Corporation a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ Title: _____</p>	<p><u>DEVELOPER:</u></p> <p>Griffin Structures, Inc. a California corporation</p> <p>By:  _____ Name: <u>Deryl Robinson</u> Title: <u>Vice President</u></p> <p>By:  _____ Name: <u>ROGER TORRIERO</u> Title: <u>CEO</u></p>
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Approved as to form, County of Orange:



Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, o=County of Orange, ou=County
Counsel, email=michael.haubert@coo.co.gov.com, c=US
Date: 2023.11.29 10:54:02 -0800

EXHIBIT 1
Index of Approved Design Documents

EXHIBIT 1 Index of Design Documents

Orange County Civic Center

Amendment 2

Oct 31, 2023

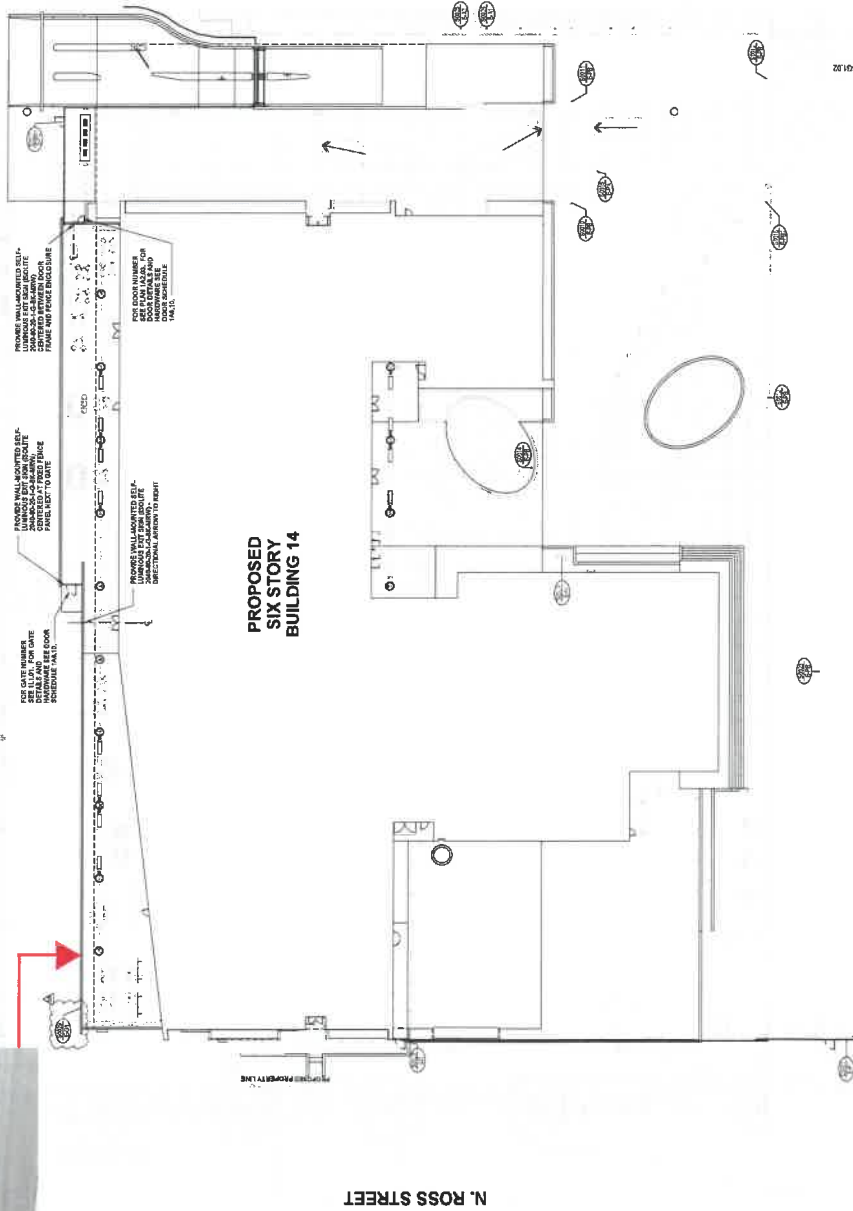
Title
EXHIBIT 1a: CAN Traffic Signal Modifications
EXHIBIT 1b: Add "County of Orange" Monument Sign
EXHIBIT 1c: Add Security Bollards
EXHIBIT 1d: Add Redundant eAgenda Kiosk

EXHIBIT 1B



W. CIVIC CENTER DRIVE

SEE SHEET 1501.02
MATCH LINE



PROPOSED SIX-STORY BUILDING 14

N. ROSS STREET

SEE SHEET 1501.02
MATCH LINE

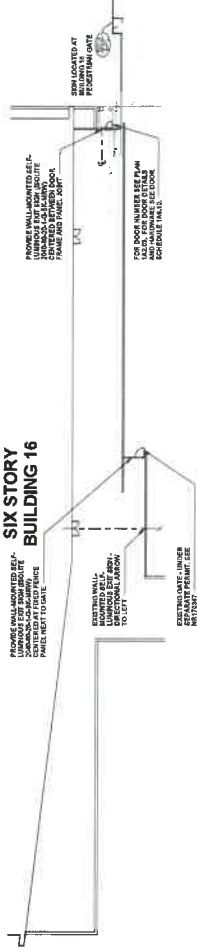
FOR SIGNAGE MOUNTED SIGN, SEE LANDSCAPE PLAN SHEETS 1501.01, 1501.02 AND 1501.03 FOR DIMENSIONS AND LOCATIONS.

SIGNAGE SITE PLAN SEGMENT A

1" = 20'-0"

01

EXISTING SIX-STORY BUILDING 16



SIGNAGE SITE PLAN BUILDING 16

1" = 20'-0"

02

Attachment A

3571 CALIFORNIA AVE., SUITE 100, IRVINE, CA 92614
949.251.0100 STUDIO • 949.251.0199 FAX • LPADDESIGNSTUDIO.COM

LPA
Changing Lives by Design™

County Administration North
Building 14
Core Shell
400 W. Civic Center Drive
Santa Ana, CA 92701

Developed for
DRIFTH STRUCTURES INC.

DATE: 10/11/16
SCALE: 1/8" = 1'-0"

NO. 1501.01
DATE: 10/11/16
SCALE: 1/8" = 1'-0"

CHECKED BY: [Signature]
DATE: 10/11/16

SITE SIGNAGE PLAN SEGMENT A

15G1.01



NO.	DATE	DESCRIPTION	BY	CHKD.
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COUNTY APPROVAL STAMP

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EXHIBIT 1C



Changing Lives by Design



520 CALIFORNIA AVE. SUITE 200, IRVINE, CA 92614
949.251.0001 FAX: 949.251.0002 WWW.LPADESIGNS.COM

B10 SITE REDEVELOPMENT
610 N. BROADWAY
SANFERN, CA 92701
DEVELOPED FOR
GRIFFIN STRUCTURES INC.

COUNTY PERMIT NO. LD22-0078 NOT FOR CONSTRUCTION

DATE	11/08/20
BY	27/02/2022
CHKD	1/25/22
APP	

L.1.01

MATERIALS PLAN

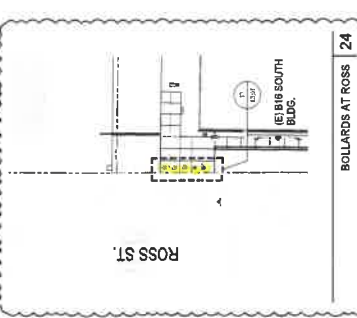
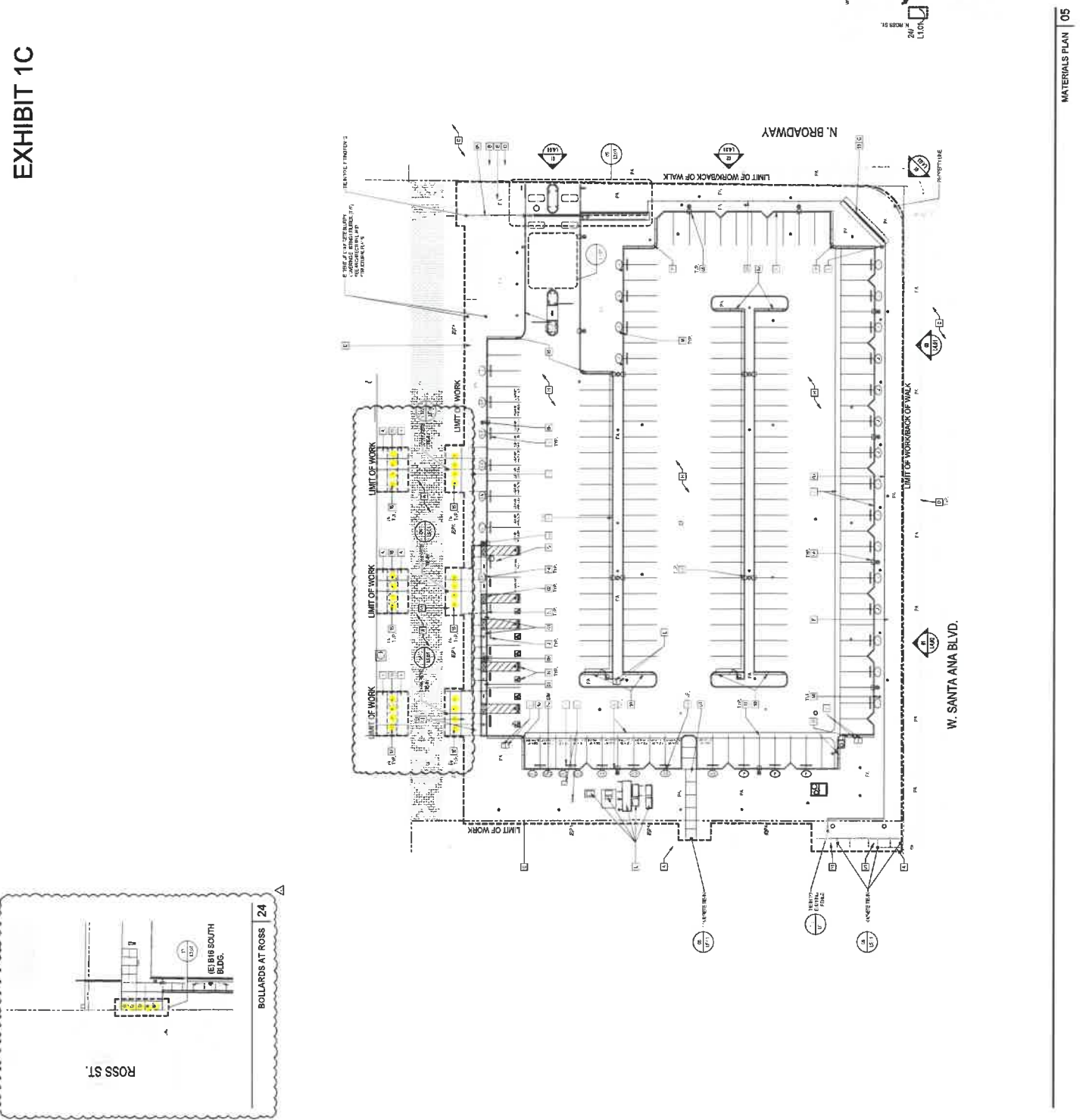
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- KEYNOTES**
- 1. CONCRETE FINISH
 - 2. CONCRETE FINISH
 - 3. PRECAST TRAPEZOIDAL PANEL
 - 4. TYPICAL FLOOR FINISH
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- REFERENCE KEYNOTES**
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- SITE LIGHTING LEGEND**
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- SITE SYMBOLS LEGEND**
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COUNTY APPROVAL STAMP



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5201 CALIFORNIA AVE. SUITE 100 IRVINE, CA 92617
949.251.1001 STUDIO • 949.260.1900 FAX • LA@CRISTINA.COM

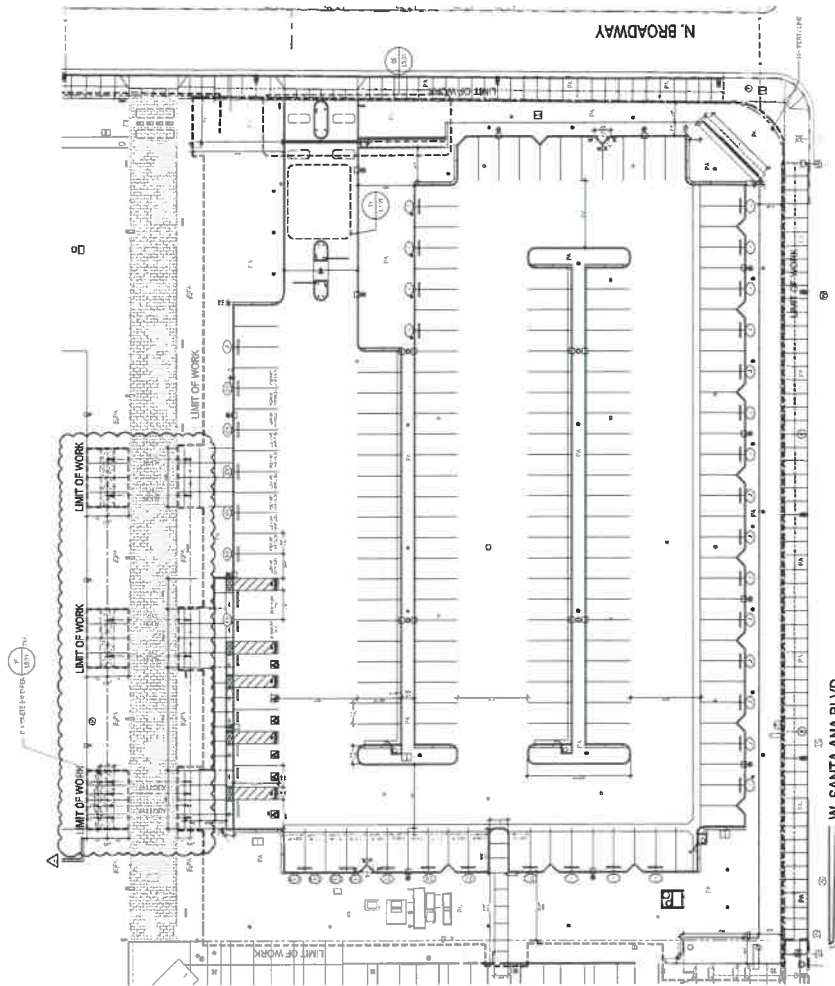
B10 SITE REDEVELOPMENT
Developed for
GRIFIN STRUCTURES INC.
Santa Ana, CA 92701

COUNTY PERMIT NO. LD22-0078 NOT FOR CONSTRUCTION

- ADDITIONAL LAYOUT NOTES**
1. SEE SHEET L001 FOR LANDSCAPE LAYOUT NOTES.
 2. PLAN MEASUREMENTS ARE TO FACE OF WALL, CURB, OR OTHER EXISTING SITE IMPROVEMENT, UNLESS NOTED OTHERWISE ON PLANS.
 3. SEE SHEET L001 FOR CONCRETE FOUNDATION PLAN OF THE GROUND PERMIT SET FOR ALL CONCRETE.
 4. SEE SEE LIGHTING AND POLE FOUNDATION PLAN FOR ALL LIGHT POLE LAYOUT INFORMATION.

LAYOUT SYMBOL LEGEND

- ALIGN
- CHIEF LINE



LAYOUT PLAN | 05

L2.01



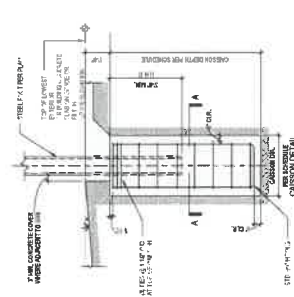
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	12/15/2023	ISSUED FOR PERMITTING
2	01/10/2024	REVISED PER COMMENTS
3	02/05/2024	REVISED PER COMMENTS
4	03/01/2024	REVISED PER COMMENTS
5	03/20/2024	REVISED PER COMMENTS
6	04/15/2024	REVISED PER COMMENTS
7	05/10/2024	REVISED PER COMMENTS
8	06/05/2024	REVISED PER COMMENTS
9	07/01/2024	REVISED PER COMMENTS
10	07/25/2024	REVISED PER COMMENTS
11	08/20/2024	REVISED PER COMMENTS
12	09/15/2024	REVISED PER COMMENTS
13	10/10/2024	REVISED PER COMMENTS
14	11/05/2024	REVISED PER COMMENTS
15	11/25/2024	REVISED PER COMMENTS

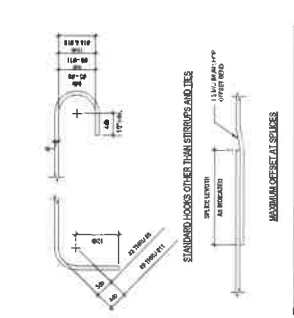
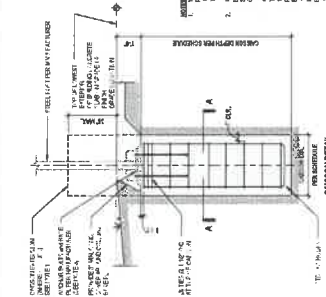
Project No.	13170000
Sheet No.	101
Scale	AS SHOWN
Drawn by	JL
Checked by	JL
Date	11/15/2023



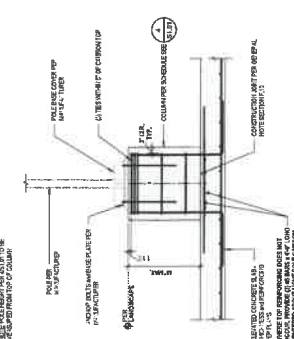
CAISSON SCHEDULE									
NO.	DEPTH (FT)	DIAMETER (IN)	REINFORCING	REMARKS	PERCENTAGE				
1	10	48	4#4	NA	10%				
2	12	48	4#4	NA	10%				
3	14	48	4#4	NA	10%				
4	16	48	4#4	NA	10%				
5	18	48	4#4	NA	10%				
6	20	48	4#4	NA	10%				
7	22	48	4#4	NA	10%				
8	24	48	4#4	NA	10%				
9	26	48	4#4	NA	10%				
10	28	48	4#4	NA	10%				



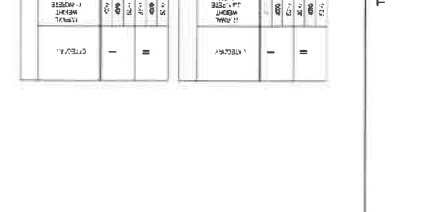
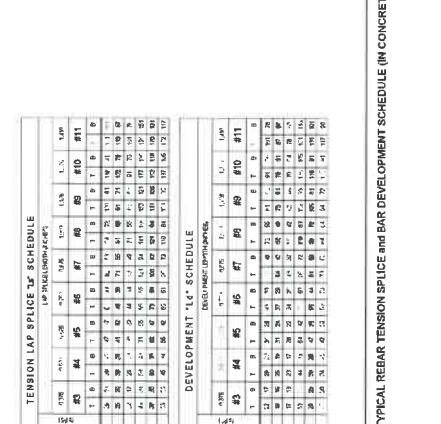
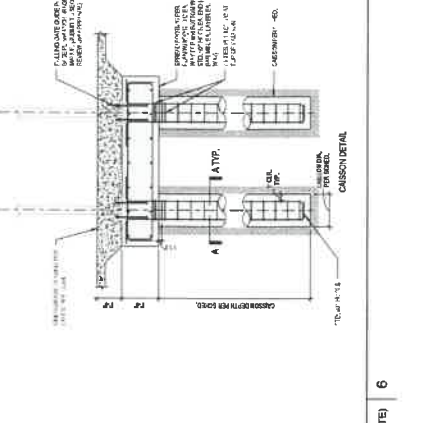
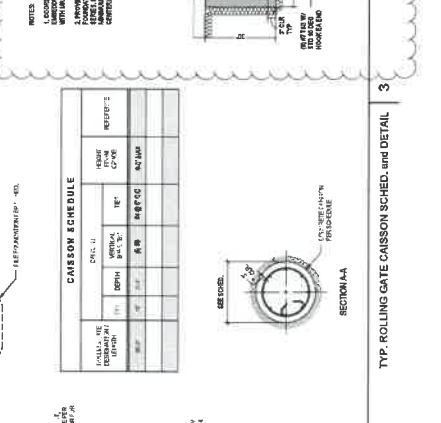
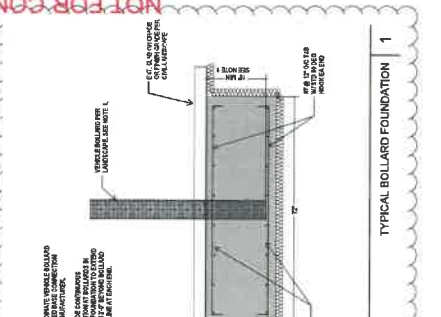
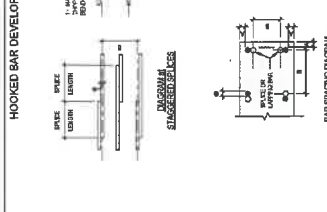
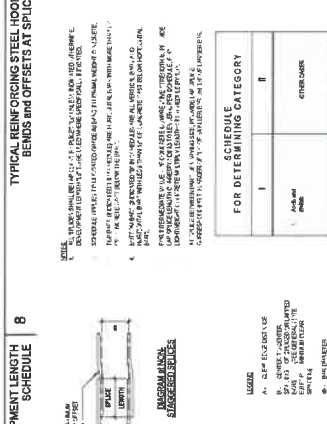
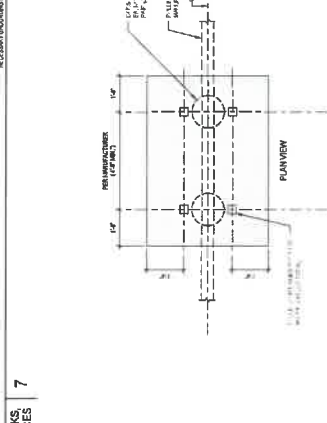
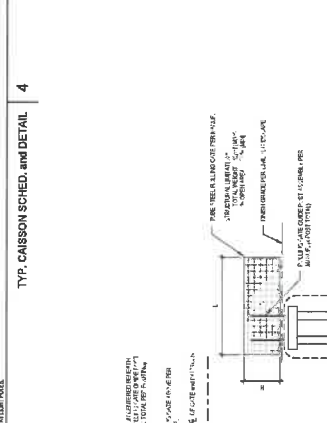
CAISSON SCHEDULE and DETAIL									
NO.	DEPTH (FT)	DIAMETER (IN)	REINFORCING	REMARKS	PERCENTAGE				
1	10	48	4#4	NA	10%				
2	12	48	4#4	NA	10%				
3	14	48	4#4	NA	10%				
4	16	48	4#4	NA	10%				
5	18	48	4#4	NA	10%				
6	20	48	4#4	NA	10%				
7	22	48	4#4	NA	10%				
8	24	48	4#4	NA	10%				
9	26	48	4#4	NA	10%				
10	28	48	4#4	NA	10%				



BAR DIAMETER DISTANCES									
BAR SIZE	1/4"	3/8"	1/2"	5/8"	3/4"	1"	1 1/4"	1 1/2"	2"
MIN. CLEARANCE	1"	1 1/2"	2"	2 1/2"	3"	4"	5"	6"	8"
MAX. CLEARANCE	1 1/2"	2"	2 1/2"	3"	4"	5"	6"	8"	10"



HOOKED BAR DEVELOPMENT LENGTH SCHEDULE									
BAR SIZE	1/4"	3/8"	1/2"	5/8"	3/4"	1"	1 1/4"	1 1/2"	2"
DEVELOPMENT LENGTH (IN)	12	18	24	30	36	48	60	72	96



COUNTY APPROVAL STAMP



Changing Lives by Design



5201 CALIFORNIA AVE., SUITE 100, RIVERLEAF, CA 92517
949.281.0011 STUDIO • 949.281.1900 FAX • LANDSCAPE@LPA.COM



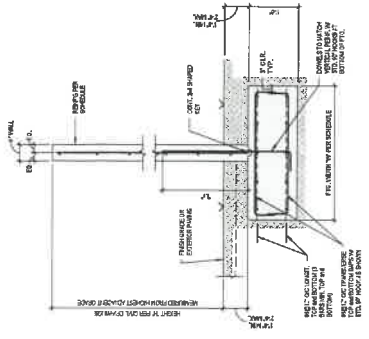
Building 10 Site Redevelopment
610 N. Broadway
Santa Ana, CA 92701
Developed for
OWNER

NOT FOR CONSTRUCTION

CONCRETE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	CONCRETE SCHEDULE		
2	CONCRETE SCHEDULE		
3	CONCRETE SCHEDULE		
4	CONCRETE SCHEDULE		
5	CONCRETE SCHEDULE		
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7	CONCRETE SCHEDULE		
8	CONCRETE SCHEDULE		
9	CONCRETE SCHEDULE		
10	CONCRETE SCHEDULE		

NOTE:
1. SEE GENERAL NOTES FOR LOCATION AND DETAILS OF ALL WALLS.
2. ALL WALLS SHALL BE CONCRETE SCHEDULE UNLESS OTHERWISE NOTED.
3. ALL WALLS SHALL BE FINISHED WITH INTERIOR SURFACE FINISH.
4. ALL WALLS SHALL BE FINISHED WITH EXTERIOR SURFACE FINISH.
5. ALL WALLS SHALL BE FINISHED WITH INTERIOR SURFACE FINISH.
6. ALL WALLS SHALL BE FINISHED WITH EXTERIOR SURFACE FINISH.

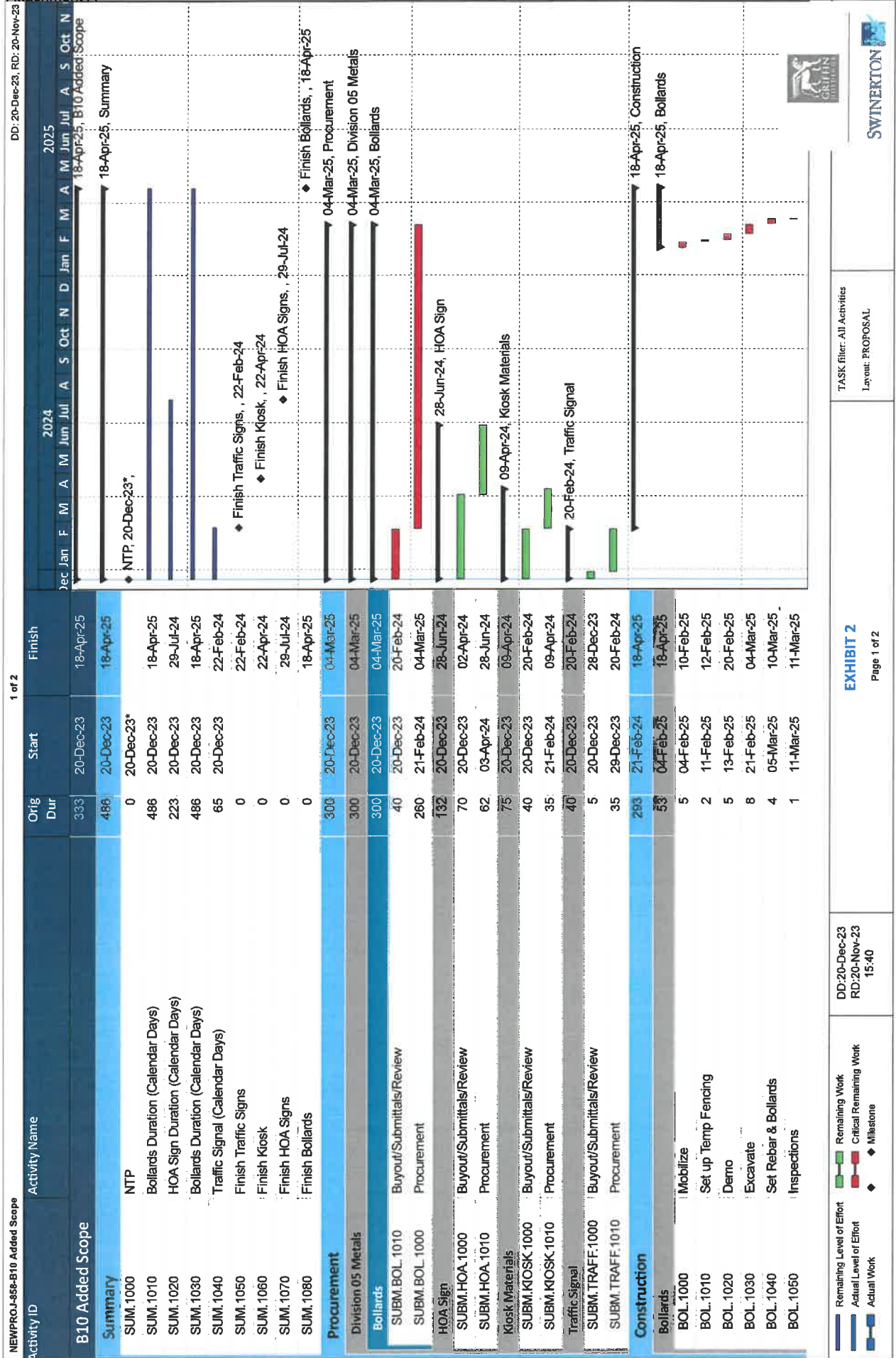


TYP. CONCRETE FREE STANDING WALL 1

DATE: 12/18/2014
DRAWN BY: J. BROWN
CHECKED BY: J. BROWN
APPROVED BY: J. BROWN

STRUCTURAL
GENERAL NOTES
AND TYPICAL
SITE DETAILS

EXHIBIT 2
Schedule



DD: 20-Dec-23, RD: 20-Nov-23

2024

2025

18-Apr-25, B10 Added Scope

18-Apr-25, Summary

04-Mar-25, Procurement

04-Mar-25, Division 05 Metals

04-Mar-25, Bollards

28-Jun-24, HOA Sign

09-Apr-24, Kiosk Materials

20-Feb-24, Traffic Signal

18-Apr-25, Construction

18-Apr-25, Bollards

10-Feb-25

12-Feb-25

20-Feb-25

04-Mar-25

10-Mar-25

11-Mar-25

20-Dec-23

20-Dec-23

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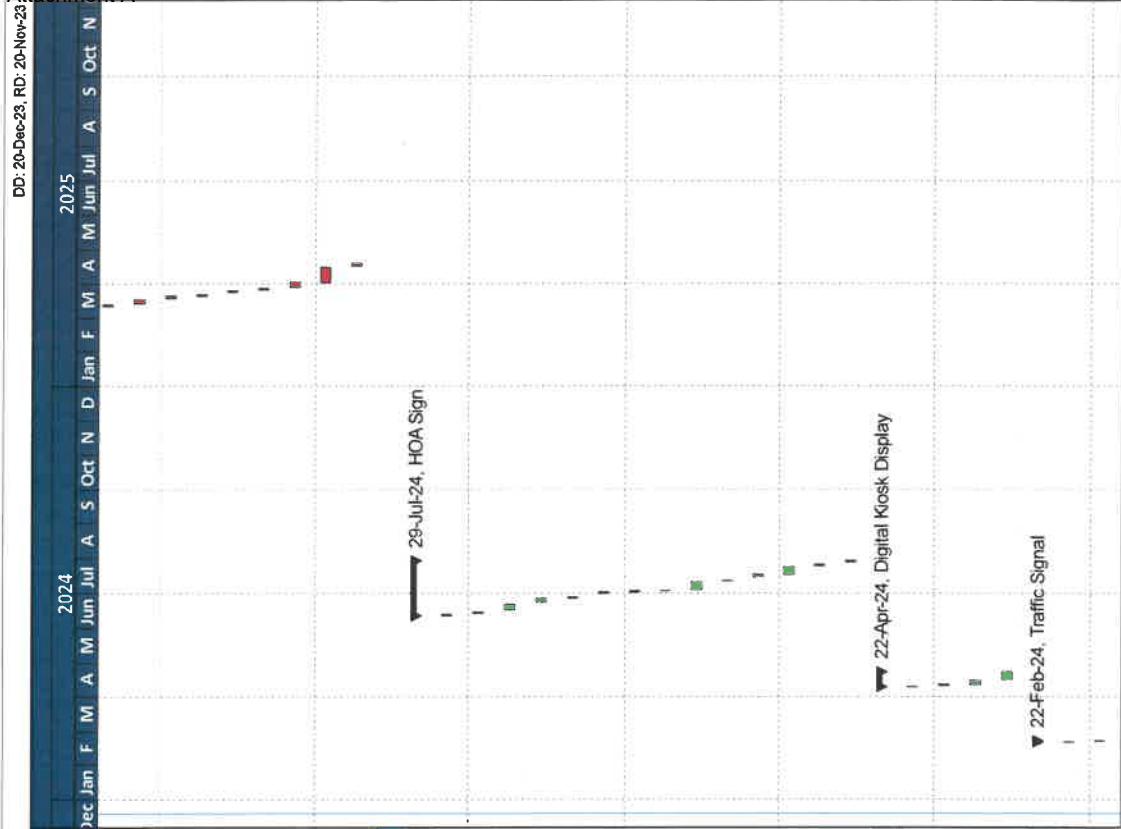
TASK Filter: All Activities
Layout: PROPOSAL

EXHIBIT 2
Page 1 of 2

DD:20-Dec-23
RD:20-Nov-23
15:40

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone





Activity ID	Activity Name	Orig Dur	Start	Finish
BOL.1060	Pour Footings	2	12-Mar-25	13-Mar-25
BOL.1070	Drill & Epoxy Dowels	2	14-Mar-25	17-Mar-25
BOL.1080	Rebar & Prep Slab Patch backs	3	18-Mar-25	20-Mar-25
BOL.1090	Inspections	1	21-Mar-25	21-Mar-25
BOL.1100	Pour Concrete	2	24-Mar-25	25-Mar-25
BOL.1110	Wash Concrete	2	26-Mar-25	27-Mar-25
BOL.1120	Clean up	3	28-Mar-25	01-Apr-25
BOL.1130	Punch List	10	02-Apr-25	15-Apr-25
BOL.1140	Demobilize	3	16-Apr-25	18-Apr-25
(New WBS)				
HOA.SIGN	HOA Sign	0		
HOA.1000	Demo drywall for rough electrical	34	11-Jun-24	29-Jul-24
HOA.1010	Core drill through precast for electrical pathway	2	11-Jun-24	12-Jun-24
HOA.1020	Rough Electrical for sign	5	13-Jun-24	14-Jun-24
HOA.1030	Pull wire	3	17-Jun-24	21-Jun-24
HOA.1040	Inspections	2	24-Jun-24	26-Jun-24
HOA.1050	Install Illuminated Sign	2	27-Jun-24	28-Jun-24
HOA.1070	Repair T-Bar Ceiling	2	01-Jul-24	02-Jul-24
HOA.1080	Patch drywall	1	02-Jul-24	03-Jul-24
HOA.1090	Mud, Tape & Sand	5	03-Jul-24	03-Jul-24
HOA.1100	Paint	1	05-Jul-24	11-Jul-24
HOA.1110	Clean up	3	12-Jul-24	12-Jul-24
HOA.1120	Punch List	5	15-Jul-24	17-Jul-24
HOA.1130	Final Inspections	2	18-Jul-24	24-Jul-24
HOA.1140	Turnover	1	25-Jul-24	26-Jul-24
HOA.1150	Turnover	1	29-Jul-24	29-Jul-24
Digital Kiosk Display				
KIOSK.1000	Deliver Sign	10	08-Apr-24	22-Apr-24
KIOSK.1010	Install Digital Display Kiosk	1	09-Apr-24	09-Apr-24
KIOSK.1020	Connect Power/Data	2	10-Apr-24	11-Apr-24
KIOSK.1030	Punch List	2	12-Apr-24	15-Apr-24
KIOSK.1040	Punch List	5	16-Apr-24	22-Apr-24
Traffic Signal				
TRAFF.1000	Remove Existing 5-S Signal & Replace w/ 4-S Signal	2	21-Feb-24	22-Feb-24
TRAFF.1010	Configure phasing and testing	1	21-Feb-24	21-Feb-24
TRAFF.1020	Configure phasing and testing	1	22-Feb-24	22-Feb-24

DD: 20-Dec-23, RD: 20-Nov-23

2025

2024

2 of 2

B10 Added Scope

DD: 20-Dec-23
RD: 20-Nov-23
15:40

TASK filter: All Activities
Layout: PROPOSAL

Page 2 of 2

EXHIBIT 3
Budget (Costs and GMP)

EXHIBIT 3
OC CIVIC CENTER PHASE 2E
GMP
Date: October 26, 2023

	COMPONENT	Phase E	COMMENTS
1	A/E SERVICES		
	LPA Basic Fee for design work	85,000	Lump sum fee
	Additional County Monument Sign		
	Additional Bollards		
	Additional Agenda Kiosk exterior monitor		
	Plan check processing allowance (T&M)	20,000	Allowance
	LPA Reimbursables		
2	MISC CONSULTANTS		
	Field revisions allowance	5,000	
	Traffic engineering	6,565	
3	GEOTECHNICAL SERVICES		
	Design Fee for report amendment if needed	5,000	
4	CMAR Services		
	Additional County Monument Sign	49,830	
	Additional Bollards	178,677	
	Additional Agenda Kiosk	77,964	
	Left-Turn arrow traffic light adjustment	15,082	
	GC,GR, insurance, fee on all above	184,816	
5	TESTING AND INSPECTION		
	Soils Testing (Geotechnical Inspections)	10,000	Allowance
	Materials Testing (Deputy Inspections)	5,000	Allowance
6	FIXTURES, FURNISHINGS, AND EQUIPMENT	NIC	Not applicable
7	UTILITY COMPANY CONNECTION SERVICES AND FEES		
	Power, chilled water, hot water	NIC	Not applicable
	Telephone, Cable, ISP	NIC	Not applicable
8	COUNTY, CITY, AND AGENCY FEES		
	Development Impact Fees - City of Santa Ana	NIC	By county
	Development Impact Fees - County Agencies	NIC	By county
	School Facilities Fees	NIC	Not applicable
	County Planning Dept processing fees	NIC	Not applicable
	County Public Works Fees	NIC	By county
	City of Santa Ana public works fees	NIC	By county
	County Building Dept plan check and permit	NIC	By county
	City Police and fire fees	NIC	By county
	AQMD permit	NIC	By county
9	MISC CORPORATION COSTS		
	Insurance - Liability	NIC	By County
	Builders Risk insurance	NIC	By County
	County Contingency 5%	50,000	
10	DEVELOPMENT AND CONSTRUCTION MANAGEMENT		
	Reimbursables	1,000	Allowance
	Legal	4,000	Allowance
	Developer Contingency 5%	34,897	
	Developer's Fee and Overhead	33,417	Fixed, calculated at 4.56%
	Insurance 1%	7,662	
	TOTALS	773,911	