



**Contract Number**

18-822 A-1

**SAP Number**

## COUNTY SERVICE AREA 70, W-4

**Department Contract Representative**  
**Telephone Number**

Greg Bacon  
(909) 386-8800

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**  
**Original Contract Amount**  
**Prior Authorized Amendment**  
**Prior Authorized Change Orders**  
**Total Prior to this Amendment**  
**Total Amendment Amount**  
**Total Contract Amount**  
**Cost Center**

Sukut Construction LLC.  
Nick Osborne  
(714) 460-1058  
  
\$4,623,425.00  
\$0  
\$43,402.00  
\$4,666,827.00  
\$221,020  
\$4,887,847.00  
30.30.0072

**IT IS HEREBY AGREED AS FOLLOWS:**

### CONSTRUCTION AGREEMENT

#### AMENDMENT NO. 1 CONTRACT NO. 18-822

**WHEREAS**, County Service Area 70, W-4 ("District") and Sukut Construction LLC ("Contractor") entered into Contract No. 18-822 ("Contract") on November 6, 2018, whereby Contractor agreed to perform construction services for the CSA 70 W-4 Offsite Pipeline Project ("Project"); and

**WHEREAS**, on March 8, 2019, the District and Contractor executed a no cost Administrative Change Order C-1 to add the latest modification of Federal Prevailing Wage Rates as required with no additional contract time; and

**WHEREAS**, on May 28, 2019, the District and Contractor executed Administrative Change Order C-2 to add a net total \$13,706 to the Contract Sum for a credit of an item of work that was not going to be performed by contractor, additional work required due to seismic code requirements and unforeseen conditions encountered during construction with no additional contract time; and

**WHEREAS**, on July 29, 2019, the District and Contractor executed Administrative Change Order C-3 to add \$29,696 to the Contract Sum to accommodate additional work required due to design flaws, and District-requested changes in work with no additional contract time; and

**WHEREAS**, the original design and construction did not include provision for an emergency generator and existing well abandonment as requested by the Department of Environmental Health Services (EHS); and

**WHEREAS**, the District received authorization from the State Grant Division of Finance to issue a change order/contract amendment to the current contractor to accomplish the additional work required by EHS; and

**WHEREAS**, the Contractor has provided a cost proposal for the additional work and the District finds it reasonable; and

**WHEREAS**, prolonged testing and system commissioning by the District and additional work and lead times in shop drawing submittal preparation, review approval and the fabrication process, will require an extension of Contract Time;

**NOW, THEREFORE**, the Contract is hereby amended as follows:

Section 1. The following changes and their respective costs (Section 2), which have been claimed by Sukut Construction LLC, have been added to the Agreement:

Section 2. Total Compensation. District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

|                                                                                                                                                |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Original Contract Amount</b> .....                                                                                                          | <b>\$4,623,425.00</b>      |
| Administrative Change Order C-1 dated March 8, 2019.....                                                                                       | <b>\$ No Cost</b>          |
| Administrative Change Order C-2 dated May 28, 2019.....                                                                                        | <b>\$13,706.00</b>         |
| Administrative Change Order C-3 dated July 29, 2019.....                                                                                       | <b>\$29,696.00</b>         |
| Contract Amendment No. 1 dated December 17, 2019, as follows:                                                                                  |                            |
| A. Labor, equipment and materials for Generac Emergency Diesel Generator<br><u>ADDS</u>                                                        | <u>\$160,650.00</u>        |
| B. Labor, materials and equipment to install concrete pad for generator, associated electrical<br>and Automatic Transfer Switch<br><u>ADDS</u> | <u>\$11,545.00</u>         |
| C. Labor, materials and equipment to permanently abandon 5 existing wells as proposed<br><u>ADDS</u>                                           | <u>\$48,825.00</u>         |
| <b><u>TOTAL ADDS TO THIS AMENDMENT</u></b>                                                                                                     | <b><u>\$221,020.00</u></b> |

Section 3. **NEW CONTRACT SUM is \$4,887,847.00**

Section 4. **The new Agreement completion date is April 30, 2019.**

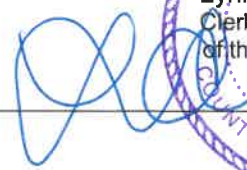
Section 5. The compensation (time and cost) set forth in this Amendment shall constitute the total compensation due the Contractor for the work or change defined in the Amendment, including impact on unchanged work. By signing the Amendment, the Contractor acknowledges and agrees that the stipulated 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. Contractor agrees the time extension granted in this Amendment, constitutes complete compensation for all claims of delay through the date of this Amendment, whether listed above or not, and Contractor hereby waives and releases all claims for additional compensation and time extensions arising out of the above listed Recitals A, B and C, and any other claims of delay, disruption or other impacts, known or unknown, including extended field or home office overhead, ripple effect or cumulative impact on all other work within the Scope of the Contract, arising through the date of the Amendment. Once this Amendment is fully executed, it shall constitute a full mutual accord and satisfaction for the scope of work the subject of this Amendment, and that the time and/or cost under the Amendment constitutes the total equitable adjustment to which the Contractor is entitled as a result of the change.

Section 6. All other terms and conditions of the Contract, as amended by Administrative Change Orders C-1, C-2, and C-3, and this Contract Amendment No. 1 shall remain unchanged.

**COUNTY SERVICE AREA 70, W-4**

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: DEC 17 2019  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By    
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy

**SUKUT CONSTRUCTION, LLC**  
(Print or type name of corporation, company, contractor, etc.)

By ►   
(Authorized signature - sign in blue ink)

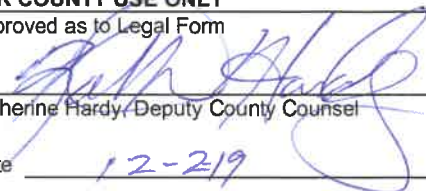
Name Nick Osborne  
(Print or type name of person signing contract)

Title Project Manager  
(Print or Type)

Dated: 11-25-2019

Address 4010 W Chandler Ave  
Santa Ana, CA 92704

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
Katherine Hardy, Deputy County Counsel  
Date 12-2-19

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by District  
►   
Luther Snoke, Interim Director  
Date 12/2/19