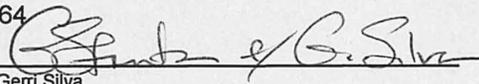


Counsel please include this information in your billing description.	>	-	Legistar #: 11-1399	P&C #: 138-C1199
	>	Index Code: 424100	Project #: 21840	Charge To #: 21840
	>	Project Description: Meyers Landfill Public Works Change Orders		
	>			

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Community Development Agency
 Division: Environmental Management
 Dept Contact: Donna Cademartori
 Phone: x6664

Authorized Signature: 
 Gemr Silva
 Division Director

CONTRACTOR:

Name: Sukut Construction, Inc.
 Address: 4010 W. Chandler Avenue
 Santa Ana, CA 92704
 Phone: (888) 785-8801

RECEIVED
MAR 06 2014
El Dorado County Counsel

CONTRACTING DEPT: Environmental Management

Service Requested: Review & Approve

Contract Term: 1 Years

Contract/Amendment Amount: \$0.00

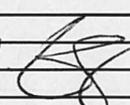
Compliance with Human Resources Requirements: Yes: _____ No:

Compliance verified by: _____ Contract Notification Sent: _____ HR Response Received: _____

Ok Per: NA Public Works

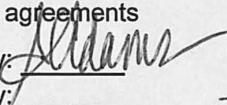
COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: _____ Date: 3/15/14 By: 
 Approved: _____ Disapproved: _____ Date: _____ By: _____

subject to changes noted in email @
Changes made as requested 

Please forward to upon approval.

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 3/19/2014 By: 
 Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
MAR 06 2014
El Dorado County Counsel

RECEIVED
14 MAR 19 AM 11:40
HUMAN RESOURCES DEPT.

Sukut Construction, Inc.

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT # 013-PW-09/10-BOS

**A Cap System, French Drain, and Passive Landfill
Gas Emission System
Operable Unit-1
Meyers Landfill
County of El Dorado**

THIS FIRST AMENDMENT to that Construction Agreement # 013-PW-09/10-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Sukut Construction, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4010 West Chandler Avenue Santa Ana, CA 92704-5202, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, Contractor has been engaged by County to provide construction services for the Community Development Agency, Environmental Management Division, pursuant to Construction Agreement # 013-PW-09/10-BOS, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Construction Agreement # 013-PW-09/10-BOS to Amend **Article 6, FINAL PAYMENT**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Construction Agreement # 013-PW-09/10-BOS, as follows:

Article 6, FINAL PAYMENT, is deleted in its entirety and the following Article is added in its place to read as follows:

Article 6, FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming work as provided in Article 9 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the CQA Consultant (Inspector); such final payment shall be made by the County not more than 45 days after recording of the Notice of Completion.

Payment on contract with the County for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the County prescribes upon estimates approved by the County, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the County, and unused. The County shall withhold not less than 5 percent of the contract price until final completion and acceptance of the work. However, at any time after 50 percent of the work has been completed, if the County finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

Requesting Contract Administrator and Division Concurrence:

By: _____ Dated: _____
Gerri Silva, M.S., REHS
Environmental Management Division Director
Community Development Agency

Requesting Department Concurrence:

By: _____ Dated: _____
Steven M. Pedretti, Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Construction Agreement # 013-PW-09/10-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- SUKUT CONSTRUCTION, INC. --

By: _____

Dated: _____

David Grattan
President, Environmental Division
"Contractor"

By: _____

Dated: _____

Paul Kuliev
Corporate Secretary