

**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: Gerri Silva Dated: March 20, 2014  
 Gerri Silva, M.S., REHS  
 Environmental Management Division Director  
 Community Development Agency

**Requesting Department Concurrence:**

By: Steven M. Pedretti Dated: 3/20/14  
 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:   
Brian K. Veer Kamp, Second Vice Chair  
Board of Supervisors'  
"County"

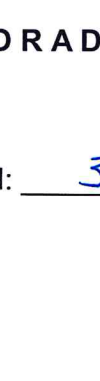
Dated: 3-25-14

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

By:   
Deputy Clerk

Dated: 3-25-14

**-- SUKUT CONSTRUCTION, INC. --**

By:   
David Grattan  
President, Environmental Division  
"Contractor"

Dated: 3/19/14

By:   
Paul Kuliev  
Corporate Secretary

Dated: 3.19.14