

**FIRST AMENDMENT
TO
CONTRACT
[Handy Park Maintenance Renovation (Bid No. 20-21.13)]**

THIS FIRST AMENDMENT TO CONTRACT (the “First Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and KASA CONSTRUCTION INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Contract (Agreement No. 7070) dated November 10, 2020, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor desire to further amend the Original Contract to modify, amend and supplement certain portions of the Original Contract to revise the scope of work and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. **Revised Work Performed.** The Contractor’s Proposal as referenced in Article 1 of the Original Contract, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Article 3.c of the Original Contract is increased by FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS and 71/100 (\$59,223.71) and Article 3.c is hereby amended in its entirety to read as follows:

“The total amount of compensation under this Contract, including contingencies, shall not exceed ONE MILLION FIVE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS and 71/100 (\$1,542,573.71).”

Section 4. **Integration.** This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions

of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

KASA CONSTRUCTION INC., a California corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:**
-- *If CONTRACTOR is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



15148 Sierra Bonita Lane
Chino, CA 91710

To: City of Orange
300 East Chapman Avenue
Orange, CA 92866
Attn: Robert Ambriz

Request for Change No. 9 **Storm Chambers Change in Scope**

Submitted: 08/04/2021
From: Eric DeGuchy

Project: 2008OR
Orange-Handy Park Maintenance
Orange, CA

DESCRIPTION OF CHANGE:

The contract documents were designed for the use of Storm Tech Chambers. As a result unavailability of the specified product, the City redesigned the plans to change the product to Princeco which was available and would not delay the project. The Princeco however required 3 rows of Chambers rather than 2 rows. As a result, KASA incurred the cost of additional material, excavation, grading, earthwork, compaction, hauling, dump fees, screening, additional gravel, filter fabric, time, etc. to complete the work.

The excavation pit was increased by approx. 12x60 = 700 SF

Additional days requested for this RFC:

Description	Unit	Quantity	Unit Price	Extended
Foreman	HR	16.00	\$97.00	\$1,552.00
Operators	HR	56.00	\$97.00	\$5,432.00
Laborers	HR	16.00	\$76.00	\$1,216.00
Crew Truck	HR	39.00	\$16.00	\$624.00
Excavator 320 with Bucket	HR	24.00	\$81.00	\$1,944.00
Excavator 308	HR	8.00	\$48.00	\$384.00
Gradall 10K with Bucket	HR	8.00	\$70.00	\$560.00
Skidsteer	HR	16.00	\$40.00	\$640.00
Compaction Roller	HR	16.00	\$56.00	\$896.00
Storm Chambers Cost Difference \$17,346.81 vs \$23,324.19	LS	1.00	\$5,977.38	\$5,977.38
20"/12" pipe, 1- 12"/90, 1-12" Tee, 1-12" Coupling, misc lube	LS	1.00	\$1,150.00	\$1,150.00
Filter Fabric (Installed Price)	EA	4.00	\$565.00	\$2,260.00
Gravel Rock (Includes cost to Install)	TON	100.00	\$45.00	\$4,500.00
Dirt Excavation (Includes cost to excavate)	CY	250.00	\$50.00	\$12,500.00
Dump Fees and Trucking (Per Load)	EA	25.00	\$350.00	\$8,750.00
Mark up	LS	48,385.38	\$0.20	\$9,677.08
Bond	LS	58,062.46	\$0.02	\$1,161.25

Please respond by: 08/06/2021

Robert Ambriz
City of Orange

Endorsement of this document shall effectively be considered the Agency's acceptance of the items, quantities, unit prices and extended cost proposed herein to perform the above noted scope of work. An endorsed Request for Change document shall be considered the equivalent of an Agency issued contract Change Order as defined by the Contract Documents and is understood by all parties to be the Agency's acceptance of each of the costs contained herein. When this document is furnished by the Contractor prior to performing the above noted scope of work, endorsement shall serve as the Agency's formal direction to proceed with the work in accordance with the items, quantities, unit prices and extended costs contained herein.

Reservation of Rights: This RFC is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact costs which are not possible to assess at the present time. Rights are expressly reserved to make claim for any and all of these related items to compensate cost overrun prior to final settlement of this contract.



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Description	Unit	Quantity	Unit Price	Extended
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Total Adjustment: **\$59,223.71**

Please respond by: 08/06/2021

Robert Ambriz
City of Orange

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