

COUNTY OF SACRAMENTO**FIRST AMENDMENT TO AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
CONSTRUCTION MANAGER AT RISK**

THIS FIRST AMENDMENT is made and entered into on January 24, 2023, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and John F. Otto Inc., doing business as Otto Construction, a California corporation, hereinafter referred to as "OTTO".

RECITALS

WHEREAS, COUNTY and OTTO previously entered into an Agreement on November 8, 2022, for the provision of construction management services for the Terminal A Restroom Rehabilitation at Sacramento International Airport ("Project") utilizing the construction manager-at-risk project delivery method ("Agreement"); and

WHEREAS, COUNTY and OTTO desire to formally amend said Agreement to modify the scope of services to include construction services, increase the compensation for the services to be provided herein, revise the Performance and Payment Bond coverage, and incorporate the Guaranteed Maximum Price for construction services previously agreed to by COUNTY and OTTO.

NOW, THEREFORE, the Agreement is amended as follows:

1. SCOPE OF SERVICES

The scope of services is revised to include those services specified in OTTO'S Proposal excerpt for the CMAR Construction Services Phase, dated December 13, 2022, attached to this First Amendment as Attachment 1, and incorporated herein as a part of the Agreement. All services in Attachment 1 shall be provided by OTTO for the compensation described herein.

2. PERFORMANCE AND PAYMENT BONDS DURING CONSTRUCTION PHASE

Section 3 of the Agreement, (pg. 3 of 21) is hereby modified as follows:

OTTO shall, within 10 calendar days of execution of this First Amendment, provide to COUNTY: (i) a performance bond to secure performance of OTTO's obligations under this Agreement; and (ii) a payment bond, consistent with California Civil Code section 9550 et seq., to assure payment by OTTO to all persons furnishing services to it under this Agreement. These bonds shall be in a form provided by

COUNTY and shall be obtained from an admitted surety insurer authorized to do business in California. The bond amount for each shall be in a sum not less than one hundred percent (100%) of the cost to provide the services under this Agreement, as more particularly described in amended Exhibit C, as described in section 4 below. The bonds shall be solely for the protection of COUNTY, conditioned upon the faithful performance by OTTO of the terms and conditions of this Agreement and its payment to all subcontractors, consultants, and other persons providing services to OTTO under this Agreement, and further upon the condition that if OTTO fails to comply with any such term or condition or fails to make any such payment, and such failure continues for a period of thirty (30) days after OTTO receives written notice thereof, there shall be recoverable jointly and severally from the principal and surety of the bonds any damage or loss suffered by COUNTY as a result, including, without limitation, the full amounts of any compensation, plus costs and reasonable attorneys' fees, up to the full amounts of the performance bond and the payment bond. The bonds shall each contain a provision that the surety thereon expressly waives the provisions of California Civil Code sections 2819 and 2845. The bonds shall be maintained throughout the term of this Agreement and annually renewable, but shall allow for the surety's non-renewal without penalty at the surety's option. The bonds shall be renewed annually by July 1st of each year.

3. CONTRACT DOCUMENTS

Section 4 of the Agreement, (pg. 4 of 21) is hereby modified as to incorporate by reference the following document, which shall be made part of the Agreement:

- SMF Terminal A Restroom Rehabilitation Guaranteed Maximum Price Proposal, dated December 13, 2022

4. COMPENSATION

A. Section 2 of Exhibit C to the Agreement is deleted in its entirety and replaced with the following to include costs for the CMAR Construction Services Phase:

Guaranteed Maximum Price To Construction Manager/General Contractor (OTTO) During Construction Services Phase

The Guaranteed Maximum Price under this Agreement for the Construction Services Phase is calculated in the table below:

Compensation Summary	
Description	Construction Compensation Breakdown
General Conditions	
CMAR Staff – Billable Rates per RFQ Proposal	\$797,441
Materials, Equipment, & Subcontracts	\$416,906
Bonds & Insurance	\$115,911
Subtotal General Conditions	\$1,330,258
Direct Cost of Work	\$6,844,311
Allowances (Contractor)	\$525,000
Subtotal Direct Cost of Work + General Conditions	\$8,699,569
Maximum Fee 4% (per RFQ Proposal)	\$347,983
Subtotal – Construction Costs and CMAR Fees	\$9,047,552
CMAR Contingency on the subtotal above (2%)	\$180,951
Guaranteed Maximum Price for Construction Phase	\$9,228,503

The Guaranteed Maximum Price of \$9,228,503.00 is OTTO's total budget for the Project, and OTTO shall not exceed this amount at any time during the Term, including during and when OTTO bids the Project to Subcontractors.

Contingency for CMAR Construction Services Phase:

- A. CMAR Contingency: The CMAR Contingency shall be utilized to compensate OTTO or its subcontractors for increased costs arising from unforeseen circumstances relating to construction of the Project which have resulted in an unavoidable increase in costs. Such

circumstances may include, but are not limited to the correction of minor defects not relating to design, labor and material overruns, or additional costs relating to subcontractor defaults. Funds in the CMAR Contingency account may be utilized until the balance reaches zero or until the balance equals the anticipated subcontractor modifications, as determined by COUNTY. When the CMAR Contingency account balance reaches zero, any cost overruns or charges that could have been charged to the CMAR Contingency account shall be the sole responsibility of OTTO.

- B. Owner's Contingency: The Owner's Contingency shall be available to compensate OTTO and its subcontractors for increased costs arising from a Contract Modification or any other increased costs which the Owner determines, in its sole and absolute discretion, is its responsibility. The Owner may increase, decrease or eliminate the Owner's Contingency at any time. The Owner retains the right to increase the GMP in lieu of charging any cost to the Owner's Contingency, which increase shall require approval by the COUNTY Board of Supervisors.
 - C. Any unused Owner Contingency or CMAR Contingency shall be reconciled to a zero balance via a Contract Modification upon Final Completion of the Project.
 - D. All requests by OTTO to use either the Owner Contingency or CMAR Contingency shall be submitted in the form of a Change Request and be accompanied by adequate information and supporting documentation identifying the amount sought to be charged to either Contingency, the reasons why the amount should be charged to that Contingency, and explaining, to the COUNTY's satisfaction, how the costs to be incurred are necessary for the Work. At all times, OTTO shall avoid and mitigate Contingency costs whenever possible. Before payment of such contingency funds or as part of an audit, the OTTO and the Owner Authorized Representative (OAR) shall have authority to verify the actual costs incurred. No costs may be charged to either Contingency until COUNTY approves the relevant Change Request.
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- B. The compensation for additional work specified by this First Amendment shall be \$9,228,503.
 - C. The Maximum Total Payment Amount is revised from \$129,005.29 to \$9,357,508.29. Total compensation, including fees, expenses, and profits, for services rendered by OTTO shall not exceed this revised Maximum Total Payment Amount. Any use of Owner's Contingency funds described

above shall require additional approval by the COUNTY Board of Supervisors.

5. REAFFIRMATION

Except as expressly stated herein, the Agreement shall remain in full force and effect.

6. ENTIRE AGREEMENT

The Agreement, as amended by this First Amendment, and any attachments hereto, constitute the entire understanding between the COUNTY and OTTO concerning the subject matter contained herein.

7. EFFECTIVE DATE

This First Amendment shall be deemed effective as of the date first written above.

8. AUTHORITY TO EXECUTE

Each person executing this First Amendment represents and warrants that they are duly authorized and have legal authority to execute and deliver this First Amendment for or on behalf of the parties to this First Amendment. Each party represents and warrants to the other that the execution and delivery of the First Amendment and the performance of such party's obligations hereunder have been duly authorized.

9. DUPLICATE COUNTERPARTS

This First Amendment may be executed in duplicate counterparts and shall be deemed executed when it has been signed by both parties.

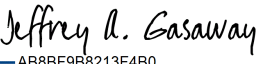
Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this First Amendment, with such scanned signatures having the same legal effect as original signatures. This First Amendment may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

Contract No. 81655 A1

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

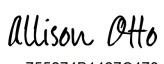
COUNTY OF SACRAMENTO, a political subdivision of the State of California

DocuSigned by:

 By: AB8BF9B8213F4B0
 Jeffrey A. Gasaway, Director
 Department of General Services

"COUNTY"

Date: _____

JOHN F. OTTO INC., doing business as Otto Construction, a California corporation

DocuSigned by:

 By: 755274B1427C478...
 Name: Allison Otto
 Title: President

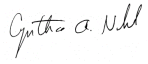
"OTTO"

Date: 3/3/2023

Amendment approved by
 Board of Supervisors:

Agenda Date: January 24, 2023Item Number: 9

Concurrence:

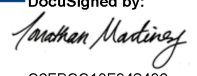
DocuSigned by:

 By: DAB8741C41E0421...
 Cynthia A. Nichol, Director
 Department of Airports

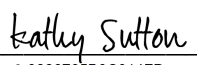
Amendment Reviewed and Approved by County Counsel

DocuSigned by:

 By: 21A3030E613648A...
 Katrina G. Nelson
 Supervising Deputy County Counsel

Date: 3/3/2023

DocuSigned by:

 Prepared by: C6F8CC18F342436...
 Jonathan Martinez, Sr. Contract Services Officer
 Department of General Services, Contract & Purchasing Services

DocuSigned by:

1102267C5B00014AF...
 Kathy Sutton, Administrative Services Officer III
 Department of Airports



SMF Terminal A Restroom
Rehabilitation



GMP Cost Estimate:

Cost Summary

Direct Cost of Work Estimate

List of Allowances

General Conditions Estimate



**Sacramento International Airport
Terminal A Restroom Rehabilitation
GMP Summary
December 13, 2022**

General Conditions		
CMAR Staff - Billable Rates per RFQ Proposal	\$	797,441
Materials, Equipment, & Subcontracts	\$	416,906
Bonds & Insurance	\$	115,911
Subtotal General Conditions	\$	1,330,258
Direct Cost of Work	\$	6,844,311
Allowances	\$	525,000
Subtotal Direct Cost of Work + General Conditions	\$	8,699,569
4.0% CMAR Fee on Subtotal Above per RFQ Exhibit F	\$	347,983
Subtotal - Construction Costs and CMAR Fees	\$	9,047,552
2.0% CMAR Construction Contingency on Subtotal Above	\$	180,951
TBD% Owner Construction Contingency on Subtotal Above		TBD
Total Construction Phase GMP Estimate Amount	\$	9,228,503

Original 4% CM-at-Risk Fee for Preconstruction (not originally approved by BOS)	\$	4,962
Total Board of Supervisors Amount for Approval	\$	9,233,465



Sacramento International Airport
Terminal A Restroom Rehabilitation
GMP Cost Estimate
 December 13, 2022

CSI Division	Item of Work	Proposed Trade Partner	Trade Cost	CSI Division Total
Division 2	Demolition			\$37,287
	Demolition and Abatement	Penhall Company	37,287	
Division 3	Concrete*			\$58,465
	Cast-In-Place Concrete	Otto Construction	58,465	
Division 5	Steel and Metals			\$296,910
	Structural Steel	Dynamic Iron Works	296,910	
	VE #7 - Change Steel Frame at Vanities		included above	
Division 6	Woods, Plastics and Composites			\$548,223
	Architectural Wood Casework	TBD - Allowance	300,000	
	FRP Paneling	Universal Plastics	248,223	
Division 7	Thermal and Moisture Protection			\$197,841
	Joint Sealants	TBD - Allowance	20,000	
	Fireproof Netting	Deleted from Scope	deleted	
	Fireproofing	TBD - Allowance	150,000	
	Expansion Control	Alcal Specialty Contracting	27,841	
Division 8	Openings			\$766,012
	Doors, Frames and Hardware*	Otto Construction	587,001	
	VE #2A - Delete Closers		(29,000)	
	VE #2B - Modify Louvers and frames, change to self-closing hinges		no change	
	Glass and Glazing	Royal Glass	297,190	
	VE #3A - Walker Velour "Starphire"		(89,179)	
Division 9	Finishes			\$1,873,118
	Metal Stud Framing and Drywall	Pacific Performance Drywall	827,900	
	Tiling and Solid Surface Countertops	DC Tile	1,041,285	
	VE #6 - Tile substitutions		(112,600)	
	VE #7 - Change Steel Frame at Vanities (add mortar and slope)		10,000	
	Flooring	Anderson Flooring	17,756	
	Acoustic Insulation	Alcal Specialty Contracting	35,123	
	Painting	James L Harris Painting	53,654	
Division 10	Specialties			\$252,316
	Signage	Sign Pro	39,027	
	Toilet Accessories and Partitions	Golden State Specialties	213,289	
Division 21	Fire Protection			\$180,361
	Fire Sprinklers	Marquee Fire	180,361	
Division 22	Plumbing			\$1,822,546
	Plumbing Fixtures and Piping	JW McClenahan	1,830,850	
	VE #8 - Mop sinks and floor drains		(8,304)	
Division 23	HVAC			\$311,253
	HVAC and Distribution	ACCO	311,253	
Division 26	Electrical			\$690,556
	Electrical	Gray Electric	690,556	
Division 27-28	Low Voltage Systems			\$334,423
	Fire Alarm - Within Restroom Project	EMS	146,423	
	Fire Alarm - Outside of Restroom Project	EMS	133,000	
	Public Address System	TBD - Allowance	30,000	
	"Smart Restroom" System Rough-In	TBD - Allowance	25,000	
Direct Cost of Work (Sum of Items Above)				\$ 7,369,311



Sacramento International Airport Terminal A Restroom Rehabilitation

List of Allowances

December 13, 2022

CSI Division	Item of Work	Quantity	Unit	Unit/\$	Line Item Cost
Division 6	Woods, Plastics and Composites				
	Architectural Wood Casework and Countertops	1	allow	300,000.00	300,000
Division 7	Thermal and Moisture Protection				
	Joint Sealants	1	allow	20,000.00	20,000
	Fireproofing	1	allow	150,000.00	150,000
Division 27-28	Low Voltage Systems				
	Public Address System	1	allow	30,000.00	30,000
	"Smart Restroom" System Rough-In	1	allow	25,000.00	25,000
Allowances Total					\$ 525,000

NOTE: The Allowances above are included in the Direct Cost of Work Estimate on the previous page.



Sacramento International Airport
Terminal A Restroom Rehabilitation
CMAR Staffing and General Conditions

December 13, 2022

Proposed Staffing Hours				
Contractor's Position	Name	Hours	Billable Rate	Total
Project Manager	Gavin McAleese	2752	\$ 106.54	\$ 293,186.29
Superintendent	Joe Ussery	2752	\$ 117.19	\$ 322,504.91
Assistant Superintendent	TBD	0	\$ 101.21	\$ -
Project Engineer	TBD	1376	\$ 79.90	\$ 109,944.86
Scheduler	Joe Ussery	0	\$ 117.19	\$ -
Accountant	TBD	472	\$ 69.25	\$ 32,685.16
Safety Manager	Dennis Bell	288	\$ 101.21	\$ 29,148.17
Administrative Assistant	TBD	144	\$ 69.25	\$ 9,971.74
Total Construction Phase Staff Cost				\$ 797,441.13

General Condition Items	Total
Drug Testing (CMAR Staff)	\$ 100.00
Drug Testing (Workforce)	\$ 1,800.00
Office Trailers	\$ 31,100.00
Set-Up & Build between trailers	\$ 5,000.00
Trailer Compound	\$ 2,000.00
Storage Trailers	see trades
Off-Site Storage	see trades
Demobilization	\$ 4,500.00
Cell Phones	\$ 14,400.00
Office Telephones - voice	\$ 1,800.00
Office Telephones - fax	\$ -
Office Telephones equipment	\$ -
Telefax Machine	\$ -
Copiers	\$ 15,300.00
Computer Equipment & Installation	\$ 39,300.00
Office Furnishings	\$ 3,500.00
Office Supplies	\$ 4,050.00
Postage & Express Mail	\$ 1,890.00
Document Reproduction	\$ 4,725.00
Pick Up Truck - CMAR	\$ 58,500.00
Fuel, Oil & Maintenance - CMAR	\$ 7,200.00
Survey/Layout Equipment	\$ -

General Condition Items (cont'd)	Total
Survey/Layout personnel	\$ -
General Construction Equipment - Owned & Rental	\$ -
Hoisting Equipment (Forklift for Material Loading)	\$ 72,943.00
Man Lifts and Material Lifts	\$ 5,800.00
Installation of temporary utilities	\$ -
Roads, parking & maintenance	\$ -
Transportation from remote parking	\$ -
Barriers and barricades	\$ 32,960.00
Weather Protection	\$ -
Temporary Fences and Repairs	\$ 17,650.00
Temporary Utility Consumption	\$ -
Dust Control	\$ -
Flagger / Traffic Control	\$ 8,400.00
Trash Chutes and Hoppers	\$ -
Dumpsters	\$ 38,944.00
Permits & Fees	\$ -
Job Photos	\$ 1,500.00
Closeout Documents	\$ -
Construction-related Signs	\$ 4,500.00
Project Signs	\$ 3,200.00
Clean Trailers & Trash Service	\$ 8,100.00
Security	\$ -
Safety & First Aid Supplies	\$ 6,300.00
Safety Railes & Maintenance	\$ -
Misc. Sidewalk Barricades	\$ -
Misc. Traffic Barricades	\$ -
Misc. Protection	\$ 3,250.00
Misc. Roof Protection	\$ -
Clean Up - Periodic	\$ -
Final Cleaning	\$ 14,544.00
Small Tools	\$ 3,650.00
Construction Labor Provided by CMAR (not for Direct Cost of Work)	\$ -
Insurance - General Liability	\$ -
Insurance - Workman's Comp	\$ -
Insurance - Professional Liability	\$ -
Insurance - GL Umbrella or Excess Liability	\$ -
Insurance - Pollution Control	\$ -
Builders Risk	\$ 50,026.00
CM Performance & Payment Bond	\$ 65,885.00
Subcontractor Bonds (Subguard)	\$ -
Total General Conditions Cost	\$ 532,817.00

Total CMAR Construction Phase Services Fee	\$ 1,330,258.13
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