

AMENDMENT No. 2 to the CONSTRUCTION AGREEMENT

for

Calle Real Water Loop Project, Phase 2 – Water Main Line Replacement Project

This is the second Amendment (“Second Amendment”) to the Construction Agreement between THE COUNTY OF SANTA BARBARA (“County”) and Tierra Contracting Inc., a California corporation (“Contractor”).

WHEREAS, on August 27, 2024, the parties hereto entered into a Construction Agreement BC24134 (“Agreement”) for construction services for the Calle Real Water Loop Project, Phase 2 (“Project”); and

WHEREAS, the Term of the Agreement expires on December 31, 2025, and the Base Contract Amount is \$2,930,106.00; and

WHEREAS, on August 19, 2025, the County Board of Supervisors approved Amendment No. 1 to add Bid Items 1 and 3, increasing the Base Contract Amount to \$2,930,106.00 and authorizing the Director of General Services, or his designee, to approve Change Orders under the Agreement in an aggregate amount, in addition to the Base Contract Amount, not to exceed \$25,000 plus five percent (5%) of the Base Contract Amount in excess of \$250,000.00 (“Contingency Amount”), which equates to \$159,005.30, of which \$76,738.86 has been expended pursuant to Change Order numbers 1 through 6; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the Term until March 31, 2026 for work to be performed by Contractor prescribed in the Contract Documents.

NOW, THEREFORE, County and Contractor agree as follows:

1. This Second Amendment extends the Term of the Agreement until March 31, 2026. Accordingly, Part 12 of the Agreement is hereby amended to read in its entirety as follows:

“12. TERM; TIME FOR COMMENCEMENT, COMPLETION: The term of this Agreement commenced on August 27, 2024, and shall expire on March 31, 2026 (“Term”), unless earlier terminated by the COUNTY in accordance with the provisions of this Agreement. The Term may only be extended beyond March 31, 2026 by written amendment of this Agreement duly executed by both CONTRACTOR and COUNTY and approved by the Santa Barbara County Board of Supervisors.

CONTRACTOR shall be liable for Liquidated Damages, in accordance with Article 9.3.10 of the General Conditions, in the event that CONTRACTOR fails to complete the Work within the Contract Time, as that term is defined in Article 9.1.1 of the General Conditions, and as may be extended during the Term via Change Order(s) to account for Excusable Compensable Delays in accordance with Article 13.1 of the General Conditions. The parties hereto acknowledge that the Contract Time commenced on October 28, 2024, and has since been extended via Change Orders, as reflected in the Schedule, from 150 Days to 415 Days, as of December 16, 2025. In no event shall the Contract Time be extended beyond the expiration or termination of the Term.”

2. Except as otherwise amended by Section 1 of this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
3. Each of the parties hereto hereby represents and warrants to the other party hereto that:
 - (a) Such party has the full right, power, and authority to enter into this Second Amendment and to perform its obligations hereunder and under the Agreement as amended by this Second Amendment.
 - (b) The execution of this Second Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such party, and the delivery of this Amendment by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This Second Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
4. This Second Amendment may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one executed original instrument.

COUNTY SIGNATURE PAGE

Amendment No. 2 to the Construction Agreement BC24134 between the County of Santa Barbara and Tierra Contracting Inc.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement to be effective as of the first date executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

By: 
Laura Capps, Chair
Board of Supervisors

Date: 12-16-25

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

CONTRACTOR:

Tierra Contracting Inc., a California corporation

Signed by:
By:  12/3/2025 | 9:20 AM PST
Authorized Representative

Name: Blair Douglas
Title: President
Date: _____

APPROVED AS TO FORM:
County Counsel

Signed by:
By:  12/3/2025 | 11:35 AM PST
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Deputy Auditor-Controller

Signed by:
By:  12/3/2025 | 8:13 AM PST
Betsy Shaffer, CPA, CPFO

RECOMMENDED FOR APPROVAL:
General Services

DocuSigned by:
By:  12/3/2025 | 8:32 AM PST
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:
Risk Management

Signed by:
By:  12/3/2025 | 8:54 AM PST
Greg Milligan
Risk Manager