

APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND AIRFIELD  
SLURRY SEAL PROJECT – SANTA YNEZ VALLEY AIRPORT  
AUTHORIZED CONTRACT AMENDMENT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT )  
UNION ASPHALT, INC. ) AMENDMENT NO. 1  
AIRPORT IMPROVEMENT PROGRAM GRANTS 7/8/9 )  
SANTA MARIA, CA )

WHEREAS, the County of Santa Barbara (COUNTY) and Union Asphalt, Inc. (CONTRACTOR), P.O. Box 1280, Santa Maria, California, 93456, entered into a contract dated September 13, 2005, for the amount of NINE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED AND THIRTY-NINE DOLLARS AND SIXTY CENTS (\$999,339.60) for the project Apron Rehabilitation, Access Road Reconstruction, and Airfield Slurry Seal Project – Santa Ynez Valley Airport, Project No. 8550, County of Santa Barbara, California; and

WHEREAS, it has been deemed necessary by the Board of Supervisors to make the following alterations known as Change Order No. 1, for a total of EIGHTY THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$80,495.28) and a FIFTY-TWO (52) working day time extension in the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in “Exhibit A” and attached hereto, for a total addition of EIGHTY THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$80,495.28) and a FIFTY-TWO (52) working day time extension in the contract period

NOW, THEREFORE, the Agreement is amended as follows:

Section 1:

Paragraph 18 of said Contract is hereby amended to read as follows:

18. PAYMENT

Subject to adjustments and liquidated damages, if any, as provided in the Contract documents, the full price to be paid to CONTRACTOR for satisfactory completion of all requirements of CONTRACTOR under the Agreement is the base amount of NINE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED AND THIRTY-NINE DOLLARS AND SIXTY CENTS (\$999,339.60), plus Change Order No. 1 for EIGHTY THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$80,495.28) for a total Contract amount of ONE MILLION SEVENTY-NINE THOUSAND EIGHT HUNDRED AND THIRTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (**\$1,079,834.88**) to be paid as provided for in the Contract Documents, i.e., on a monthly basis in an amount directly proportional to the percentage of completion of work. CONTRACTOR shall maintain and make available to COUNTY all books, papers, job descriptions, records, detail costs, estimates, subcontracts, and financial records related to or which arise out of work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by COUNTY. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by COUNTY or COUNTY's representative and shall be retained at CONTRACTOR's principal place of business in California for audit during normal business at such place for four (4) years after recording of Notice of Completion of Project. CONTRACTOR shall provide an office to enable COUNTY and COUNTY's representative to conduct such audit.

Section 2:

Paragraph 2 of the Contract is hereby amended by the addition of the following language:

2. WORK

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A," incorporated by this reference and attached hereto. These items include without limitation the addition of: Construction Change Authorization (CCA) #1, CCA #2, and CCA #3.

Section 3:

This Contract Amendment, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the County of Santa Barbara and Union Asphalt, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Original Contract amount: Nine Hundred Ninety-Nine Thousand

Three Hundred and Thirty-Nine Dollars and Sixty Cents \$999,339.60

Amount of Amendment No. 1: \$ 80,495.28

Total Contract amount after Amendment No. 1: \$1,079,834.88

Original Contract completion date: January 19, 2006

Total number of days extension Amendment No. 1: Fifty-Two (52) working days

Revised Contract completion date: April 5, 2006

We hereby consent to the above and agree to the alterations as set forth in said Amendment in the manner and for the amount as indicated.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

UNION ASPHALT, INC.  
CONTRACTOR

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
IRS No. 95-2255065  
License No. 523019

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

Dept 063

Account 8700

Fund 0052

Program 1920

EXHIBIT “A”

Item No. 1: Construction Change Authorization #1 (2/10/06) (\$15,632.60) credit  
AIP 3-06-0243-07: Surface Drainage Improvements along east side of G-9 Apron. Reduction of un-used portion of Unsuitable Subgrade Allowance.

Item No. 2: Construction Change Authorization #2 (2/10/06) \$18,527.87  
AIP 3-06-0243-08: Drainage Improvements for historic drainage problem. Slurry Seal Material Quantity Adjustments. Modifications due to Existing Utilities within paved areas.

Item No. 3: Construction Change Authorization #3 (2/10/06) \$77,600.01  
AIP 3-06-0243-09: Existing Apron Reconstruction (187,000 SY). Drainage Modifications at East Apron. Modifications to Access Road Improvements for Erosion Control. Modification to Perimeter Fencing and Gates. Generator Pad. Reduction of un-used portion or Unsuitable Subgrade Allowance.