

**AMENDMENT NO. 1 TO THE  
SANTA BARBARA COUNTY AGREEMENT FOR THE  
TORO CANYON OIL WATER SEPARATOR REPLACEMENT PROJECT (BC 23-172)**

Pursuant to Paragraph 11 of the Santa Barbara County agreement for the Toro Canyon Oil Water Separator Replacement Project (hereinafter AGREEMENT) entered into on October 17, 2023, as Board Contract No. 23-172, between the **Santa Barbara County** (hereafter COUNTY), and **Innovative Construction Solutions** having its principal place of business at 575 Anton Boulevard, Suite 850, Costa Mesa 92626 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

WHEREAS, project conditions have changed requiring dewatering of the project site; and

WHEREAS, the CONTRACTOR has the skills necessary to provide dewatering services as outlined below on a time and materials basis.

WHEREAS, COUNTY wishes to add Dewatering and Drainage as an additional supplemental item to the contract in the amount of \$155,000 to be paid through time and materials.

NOW THEREFORE, the parties agree as follows:

**1. Section 5 of the Agreement is hereby replaced with:**

**5. PAYMENT**

As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be \$2,198,865 to be paid as provided in the Contract Documents

The County Project Manager is authorized to order the performance of supplemental work itemized in the Estimate of Job Costs, to be paid as provided in the Contract Documents. In no event shall Santa Barbara County be liable for the cost of any supplemental work unless approved in advance and in writing by the Project Manager.

The County Project Manager is authorized to order, as change order work, changes and addition to the work being performed under this contract in an amount not to exceed \$124,943.25 (Contingency) and **\$205,000** (Supplementals) in accordance with the California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents.

Supplemental work for dewatering and drainage approved by this amendment shall be paid for on a time and materials (T&M) per County provisions under Caltrans Standard Specifications 9-1.04A Force Account :

**2. ESTIMATE OF JOB COSTS is hereby amended to include a Supplemental Item for Dewatering & Drainage:**

## ESTIMATE OF JOB COSTS

Contract/Project No. WA8231-TCRP

Project Name: TORO CANYON OIL WATER SEPARATOR REPLACEMENT PROJECT

**\$ 2,198,865.00**

### Supplemental Items

Item Code	Description	Unit	Quantity	Unit Price	Item Cost
000000	OVEREXCAVATION OF AST EXCAVATION AND SIDEWALLS	LS	1	\$50,000	\$50,000
000000	DEWATERING & DRAINAGE	T&M	Per County Provisions Force Account		155,000

Supplemental Work Total: \$ 205,000.00

Project Contingencies: \$ 124,943.25

**TOTAL AUTHORIZATION: \$ 2,528,808.25**

In all other respects, the AGREEMENT remains unchanged and in full effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA**

**CONTRACTOR**

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

Chris Sneddon  
Public Works Director

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

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

Authorized Representative

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem County  
Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

Deputy County Counsel

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

Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM Risk Manager

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

Risk Manager