

LAKE CACHUMA RESERVOIR PROJECT
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH BROUGH CONSTRUCTION, INC.) AMENDMENT NO. 3
FOR THE LAKE CACHUMA RESERVOIR PROJECT)
LAKE CACHUMA, CA)

WHEREAS, the County of Santa Barbara (COUNTY) and BROUGH CONSTRUCTION, INC. (CONTRACTOR), 634 Prinz Road, Arroyo Grande, California, 93420, entered into a contract dated April 19 2011, for the amount of SIX HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED NINETY DOLLARS (\$694,690.00) for the Lake Cachuma Reservoir Project, Project Number 8717, Lake Cachuma, California; and

WHEREAS, the General Conditions permit alterations in the cumulative amount not to exceed that stipulated in 20142 of the California Public Contract Code, or \$47,234.50 for this contract, provided they are specified in writing, and are agreed upon by the CONTRACTOR and the Director of the General Services Department or his Designee; and

WHEREAS, it has been deemed necessary by the COUNTY'S Director of General Services Designee, Grady Williams, P.E., Manager of Capital Projects Division, to alter the cumulative amount through Change Orders (Exhibit A) totaling SIX THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$6,613.67) and a fifty-one (51) day time extension to the Contract period which were specified in writing and previously executed by the COUNTY and the CONTRACTOR, and herein referred to as Amendment No. 3.

NOW, THEREFORE, the Agreement is amended to increase the contract amount by SIX THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$6,613.67), for a new contract amount as follows:

Section 1:

Paragraph 5 of said Contract is hereby amended to read as follows:

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 SIX HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED NINETY DOLLARS (\$694,690.00), plus Amendment No. 1 for FORTY-SEVEN THOUSAND SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$47,074.50), plus Amendment No. 2 for NINE THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$9,194.85), plus Amendment No. 3 for SIX THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$6,613.67) for a total Contract amount of SEVEN HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS AND TWO CENTS (\$757,573.02), to be paid as provided in the Contract Documents dated April 19, 2011. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit the Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

Section 2:

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

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A," incorporated by this reference and attached hereto.

2. WORK

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 Brough Construction, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Summary of Contract Compensation and Time Alterations:

Original Contract amount	\$ 694,690.00
Amendment No. 1 (Change Orders 1-8), previously executed	\$ 47,074.50
Amendment No. 2 (Change Order 9), previously executed	\$ 9,194.85
Amendment No. 3 (Change Orders 10-14)	<u>\$ 6,613.67</u>
Total Revised Contract Amount	\$ 757,573.02
Original Contract Completion Date	November 21, 2011
Amended Contract Completion Date	December 21, 2011
Total number of days added	Fifty-one (51)
Revised Contract Completion Date	February 10, 2012

IN WITNESS HEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY

By: DRAFT – DO NOT SIGN

DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
BROUGH CONSTRUCTION, INC.

By: _____
Deputy

By: _____
Jeff Brough, President

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

LAKE CACHUMA FIRE SUPPRESSION RESERVOIR
PROJECT NO. 8717
AMENDMENT NO. 3

EXHIBIT A

Change Orders Previously Executed:

change order	10	Installation of 28lf of additional 6" pipe at \$119/lf in order to create a more expedient method of connecting the new branch pipe to the existing distribution line so that the water does not have to be shut down for an entire day. Expected downtime is 2-4 hours.	\$	3,332.00
change order	11	For solar array: Increase footing depth and width, and install 6" HDPE pipe per manufacturer's recommendations for cantilevered design, and demolition of installed forms.	\$	2,940.00
change order	12	Charge for battery enclosure not included in the material costs of Change Order #8, and credit for modifying solar battery bank from 24/6 volt batteries to 8/6 volt batteries with the same storage capacity.	(\$	2,029.00)
change order	13	Additional transducer per added Electrical Drawings in Field Directive #2 showing a complete water level monitoring system.	\$	1,478.17
change order	14	Run power from solar array to corner of existing reservoir per Electrical Drawings issued during construction.	\$	892.50
			TOTAL:	\$ 6,613.67