

ATTACHMENT A

Board Contract 23134 Amendment No. 1

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

TIERRA CONTRACTING INC.

FOR

CONSTRUCTION

OF

**CALLE REAL WATER LOOP PROJECT, PHASE 2 – WATER MAIN
REPLACEMENT PROJECT**

August 19, 2025

AMENDMENT No. 1 to the CONSTRUCTION AGREEMENT

for

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

This is the first Amendment (“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 BC23134 (“Agreement”)** for construction services for the Calle Real Water Loop Project, Phase 2 (“Project”); and

WHEREAS, the Term of the Agreement is 150 days and expires on August 1, 2025, and the Base Contract Amount is \$1,550,930.00; and

WHEREAS, on August 27, 2024, the County Board of Supervisors authorized 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 original Base Contract Amount in excess of \$250,000.00 (“Contingency Amount”), which equates to \$90,046.50, 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 December 31, 2025, and to increase the Base Contract Amount to \$2,930,106.00, and to increase the Contingency Amount to \$159,005.30 to pay for work to be performed by Contractor in addition to the Work contemplated in the original Contract Documents.

NOW, THEREFORE, County and Contractor agree as follows:

1. This First Amendment increases the Maximum Compensation Limit from \$1,640,976.50 to \$3,089,111.30. Accordingly, Part 5 of the Agreement is hereby amended to read in its entirety as follows:

“5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, 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 Contract is and shall be two million-nine-hundred-thirty-thousand-one-hundred-six dollars \$2,930,106.00 (“Base Contract Amount”), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance 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.”

2. This First Amendment extends the Contingency Amount from \$90,046.50 to \$159,005.30. Accordingly, Part 7 of the Agreement is hereby amended to read in its entirety as follows:

“7. EXTRA WORK: Extra work, materials, corrections, and/or changes to the Specifications as are required for the proper completion of the Work contemplated in the Contract Documents may only be effected to the extent authorized in writing if authorized in writing in advance via Change Order(s) duly executed by both CONTRACTOR and the Director in accordance with Section 32, below, to the extent that a contingency amount or supplemental services amount was approved by the COUNTY Board of Supervisors in approving this Contract along with delegation of authority to the Director to execute Change Orders to approve expenditure of such contingency amount or supplemental services amount, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents, provided that such change(s) and increase(s) are not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor(s), including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR; provided further that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed an amount equal to the sum of \$25,000 plus five percent (5%) of the original Base Contract Amount in excess of \$250,000; provided further that the Term of this Agreement shall not be extended by more than 150 calendar days other than by an amendment of this Contract in writing approved and executed by the Santa Barbara County Board of Supervisors. CONTRACTOR shall not commence any work other than as set forth in the Contract Documents, and shall not be paid any amount in excess of the Base Contract Amount, unless pursuant to a Change Order duly executed by both the General Services Director and CONTRACTOR, and only to the extent such Change Order authority is expressly authorized and delegated by the COUNTY Board of Supervisors in approving this Contract. Payment may only be made for Change Orders that include objective rates for the change or alteration using a price-determination method that is common in commercial transactions, such as hourly rates or cost plus a fixed fee. Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.”

3. This First Amendment also extends the Term of the Agreement until December 31, 2025. 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 December 31, 2025 (“Term”), unless earlier terminated by the COUNTY in accordance with the provisions of this Agreement. The Term may only be extended beyond December 31, 2025 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 August 19, 2025. In no event shall the Contract Time be extended beyond the expiration or termination of the Term.”

4. Except as otherwise amended by Section 1, 2, and 3 of this Amendment, all of the terms and

conditions of the Agreement shall remain in full force and effect.

5. 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 Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.
 - (b) The execution of this 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 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.
6. This 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. 1 to the Construction Agreement BC23134 between the County of Santa Barbara and Tierra Contracting Inc.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 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: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

CONTRACTOR:

Tierra Contracting Inc., a California corporation

Signed by:
By: Blair Douglas
6E851226DF6245B...
Authorized Representative

Name: Blair Douglas

Title: President

Date: _____

APPROVED AS TO FORM:

County Counsel

Signed by:
By: Tyler Sprague
0AC56B8DE45F483...
Rachel Van Mullem
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Auditor-Controller

Signed by:
By: Shauna Jorgensen
DF6DB8D7D6344E6...
Betsy Shaffer, CPA, CPFO
Deputy Auditor Controller

RECOMMENDED FOR APPROVAL:

General Services

Signed by:
By: Ted Taylor
F7C18042028A414...
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:

Risk Management

Signed by:
By: Greg Milligan
05E555E00269466...
Greg Milligan
Risk Manager