

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. 1  
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 FORTY-SEVEN THOUSAND SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$47,074.50) and a thirty (30) 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. 1.

NOW, THEREFORE, the Agreement is amended to increase the contract amount by FORTY-SEVEN THOUSAND SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$47,074.50), 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), for a total Contract amount of SEVEN HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS (\$741,764.50), 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
<b>Amendment No. 1 (Change Orders 1-8, previously executed)</b>	<u>\$ 47,074.50</u>
Total Revised Contract Amount	<b>\$ 741,764.50</b>
Original Contract Completion Date	November 21, 2011
Total number of days added	Thirty (30)
Revised Contract Completion Date	December 21, 2011

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

**COUNTY**

*As per Recommendation a) and b) herein, execution of this document by the County will commence upon return of Contractor's executed documents.*

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

Chair, Board of Supervisors  
County of Santa Barbara

**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. 1

EXHIBIT A

**Change Orders Previously Executed:**

change order	1	Right of Way delay for construction equipment (4 vehicles) on site from May 19th through May 31st (8 working days) due to discovery of buried steel drums full of liquid discovered during grading on May 18th.	\$	2,855.68
change order	2	Right of Way delay for construction equipment (4 vehicles) on site from June 1st through June 3rd (3 working days) due to discovery of buried steel drums full of liquid discovered during grading on May 18 <sup>th</sup> .	\$	1,070.88
change order	3	Differing site conditions (discovery of buried liquid filled drums). Costs include manpower and equipment to remove and sort the debris from the fill material, manpower to obtain soils samples for Campbell Geo, coordination with soils engineer, lab tests for the liquid, and disposal of the drums.	\$	8,195.55
change order	4	Modification of tank foundation to accommodate the weight of the tank's steel frame; vertical concrete wall widened 4" with added rebar, base revised to include 2" of oiled sand, and installation of fabric between oiled sand and aggregate (per Request for Information #1).	\$	14,005.28
change order	5	Credit for reducing the hydroseed spread rate from 75ppa to 40ppa (per Request for Information #8).	(\$	325.00)
change order	6	Provide a full time Fire Watch.	\$	5,148.00
change order	7	Credit for omitting Lightning Protection from scope of work. Credit for Fire Watch time, material and labor not utilized as part of Change Order 6.	(\$	7,747.68)
change order	8	Materials for solar panels per added Sheets E1, E2 and E3, and credit for labor and materials for float on existing reservoir.	\$	23,871.79
			TOTAL:	\$ 47,074.50