

## **ATTACHMENT A**

# **Amendment No. 1 to General Construction Contract for Construction and Commissioning of New Heating Ventilation and Air Conditioning Equipment with Building Energy Management System Improvements**

**AMENDMENT No. 1 to GENERAL CONSTRUCTION CONTRACT**  
**For**  
**CONSTRUCTION AND COMMISSIONING OF NEW HEATING VENTILATION AND AIR CONDITIONING EQUIPMENT**  
**WITH BUILDING ENERGY MANAGEMENT SYSTEM IMPROVEMENTS**

**This Amendment No. 1 to General Construction Contract (“Amendment No. 1”) is entered into by and between THE COUNTY OF SANTA BARBARA (“County”) and Mesa Energy Systems, Inc. (“CONTRACTOR”).**

**WHEREAS**, the parties hereto are parties to that certain **General Construction Contract for SCON-003591** dated June 25, 2024 (“Agreement”), and

**WHEREAS**, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to increase the maximum contract amount.

**NOW, THEREFORE, County and CONTRACTOR agree as follows:**

1. This Amendment No. 1 makes a correction to the maximum aggregate amount of compensation payable to CONTRACTOR under the Agreement from \$422,888 to \$797,426. Accordingly, SECTION 5 PAYMENT, 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 SEVEN HUNDRED NINETY SEVEN THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND NO CENTS (\$797,426) (“Base Contract Amount”), to be paid as provided in the Contract Documents. 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 to the extent not inconsistent with any provisions of the Contract Documents.

2. This Amendment No. 1 makes a correction to the extra work amount payable to CONTRACTOR under the Agreement from \$33,645 to \$52,371. Accordingly, SECTION 7 EXTRA WORK, is hereby amended to read in its entirety as follows:

**7. EXTRA WORK:** Extra work and materials, may only be authorized via written Change Order(s) duly executed by the Director or his designee in accordance with Section 30, below, including Change Order(s) providing for compensation in addition to the Base Contract Amount; *provided, however*, that the aggregate amount of such compensation in addition to the Base Contract Amount that may be authorized by the Director or his designee pursuant to duly executed Change Orders shall not exceed \$52,371.00 (“Contingency Amount”). 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. Except as amended by Section 1 and Section 2 of this Amendment No. 1, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. Each of the parties hereto hereby represents and warrants to the other party that:
  - (a) Such party has the full right, power, and authority to enter into this Amendment No. 1 and to perform its obligations hereunder and under the Agreement as amended by this Amendment No. 1.
  - (b) The execution of this Amendment No. 1 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 No. 1 by such party, have been duly authorized by all necessary action on the part of such party.

(c) This Amendment No. 1 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.

5. This Amendment No. 1 may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

### COUNTY SIGNATURE PAGE

Amendment No. 1 to the General Construction Contract **SCON-003591** between the **County of Santa Barbara** and **Mesa Energy System, Inc.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to be effective as of the first date fully executed by all of the parties hereto.

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
Deputy Clerk of the Board

By: \_\_\_\_\_  
BOB NELSON, CHAIR  
Board of Supervisors

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

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

Signed by:  
*Raron Zambrano*  
By: \_\_\_\_\_  
Deputy County Counsel

Signed by:  
*James Munro*  
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
MARISA KAHN  
INTERIM RISK MANAGER

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

Signed by:  
*Marisa Kahn*  
By: \_\_\_\_\_  
Risk Manager

DocuSigned by:  
*Kirk Lagerquist*  
By: \_\_\_\_\_  
Department Head

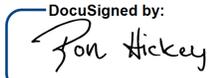
## CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

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

**CONTRACTOR:**

Mesa Energy Systems, Inc.

By:  \_\_\_\_\_  
Authorized Representative

Name: Ron Hickey

Title: President

**END OF AGREEMENT**