

CONSTRUCTION OF SANTA ROSA ROAD AND THE REMOVAL OF
BRIDGE NO. 51C-173 NEAR BUELLTON, CALIFORNIA
IN THE THIRD SUPERVISORIAL DISTRICT OF SANTA BARBARA COUNTY
COUNTY PROJECT NO. 863038, FEDERAL AID NO. BRLSZD-5951 (095)
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH SOUZA ENGINEERING CONTRACTING, DBA:) AMENDMENT NO. 1
SOUZA CONSTRUCTION, INC.)
FOR THE CONSTRUCTION OF SANTA ROSA ROAD)
AND THE REMOVAL OF BRIDGE NO. 51C-173 NEAR)
BUELLTON, CALIFORNIA)
FEDERAL AID NO. BRLSZD-5951 (095) AND COUNTY)
PROJECT NO. 863038, CONTRACT NUMBER BC 11094)

WHEREAS, the County of Santa Barbara (COUNTY) and SOUZA CONSTRUCTION, INC. (CONTRACTOR), 4027 SANTA FE ROAD, SAN LUIS OBISPO, CA 93401, entered into a contract dated May 10, 2011, for the amount of EIGHT HUNDRED FIFTY FOUR THOUSAND SIXTY DOLLARS AND NO CENTS (\$854,060.00) for the Construction of Santa Rosa Road and the Removal of Bridge No. 51C-173 Near Buellton, California, County Project No. 863038, in the Third Supervisorial District of Santa Barbara County; and

WHEREAS, it has been deemed necessary by the County to make the following alterations known as Amendment No. 1, for a total of ONE HUNDRED AND THIRTY-FIVE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS AND 10 CENTS (\$135,174.10); and

WHEREAS, CONTRACTOR will perform the alterations stated in Exhibit "A" and attached hereto, for a total of ONE HUNDRED AND THIRTY-FIVE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS AND 10 CENTS (\$135,174.10).

NOW, THEREFORE, the Agreement is amended as follows:

Section 1:

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

2. WORK

Additional items of work performed by the CONTRACTOR shall include all items stated in “Exhibit A,” incorporated by this reference and attached hereto.

Section 2:

Paragraph 18 of said Contract is hereby amended to read as follows:

18. 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 including Section 17 Supplemental Work of this agreement is and shall be; EIGHT HUNDRED FIFTY FOUR THOUSAND AND SIXTY DOLLARS AND NO CENTS (\$854,060.00), and as shown on the Engineer’s Estimate below, plus Amendment No. 1 for ONE HUNDRED AND THIRTY-FIVE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS AND 10 CENTS (\$135,174.10); for a total contract amount of NINE HUNDRED AND EIGHTY-NINE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND TEN CENTS (\$989,234.10) to be paid as provided in the Contract Documents dated APRIL 8, 2011, and as designated in Change Orders. 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 according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

Section 3:

This Amendment, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the COUNTY and SOUZA CONSTRUCTION, INC. All other sections of the Agreement between the parties shall remain in full force and effect.

Original Contract amount	<u>\$854,060.00</u>
Amount of Amendment No. 1	<u>\$135,174.10</u>
Total Contract amount after Amendment No. 1	<u>\$989,234.10</u>

There will be no change in Contract time by way of this Contract Amendment.

Dept 054, Fund 0017, Program 2820, Org Unit 0600, Account 7510, Project 863038, Area 3001.

We hereby consent to the above and agree to the alterations as set forth in said Amendment in the manner and for the amount as indicated.

Dated this 10th day of January, 2012

“CONTRACTOR”:
SOUZA CONSTRUCTION, INC.

Steve A. Souza
President

ADDRESS:

4027 Santa Fe Road

San Luis Obispo, CA 93401
License #: 479476 A
IRS#: 77-0388428

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

“COUNTY”
County of Santa Barbara
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

By: _____
Chair, Board of Supervisors
County of Santa Barbara

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

By: _____
Deputy County Counsel

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

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

**CONSTRUCTION OF SANTA ROSA ROAD AND THE REMOVAL OF
 BRIDGE NO. 51C-173 NEAR BUELLTON, CALIFORNIA
 IN THE THIRD SUPERVISORIAL DISTRICT OF SANTA BARBARA COUNTY
 COUNTY PROJECT NO. 863038, FEDERAL AID NO. BRLSZD-5951 (095)
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 COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA
 CONTRACT AMENDMENT NO. 1**

EXHIBIT “A”

Scope of Work Modifications – Per Construction Change Authorization dated January 10, 2012		
1.	<p><u>INCREASE IN CONTRACT ITEMS AT CONTRACT UNIT PRICES:</u> Provide payment for additional units of imported earthen material resulting from construction staking errors, soil shrinkage factors and subsidence.</p> <p style="margin-left: 40px;">A. Item 24 – IMPORTED BORROW: 2,550 CY @ \$17.50 per CY (+26%) \$44,625.00</p> <p style="margin-left: 40px;">B. Item 25 – IMPORTED BORROW (Detour Road) 1,890 CY @ \$22.70 Per CY (+37%) \$42,903.00</p> <p style="margin-left: 40px;">C. Item 26 – EROSION CONTROL (Compost Blanket 2” Thick) 37 CY @ \$82.50 Per CY (+25%) \$3,052.50</p> <p style="margin-left: 40px;">D. Item 28 – ROLLED EROSION CONTROL (Jute Mesh) 5,084 SF @ \$0.40 Per SF (+17%) \$2,033.60</p> <p style="text-align: right;">\$92,614.10</p>	
2.	<p><u>INCREASE CONTRACT ITEM AT CONTRACT LUMP SUM PRICE:</u> Provide payment for additional Public Convenience and Safety required during additional Amendment work as directed by the Engineer.</p> <p style="margin-left: 40px;">A. Item 55 – SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY) 1 LS @ \$7,560.00 Per LS</p> <p style="text-align: right;">\$7,560.00</p>	
3.	<p><u>ADJUSTMENT OF COMPENSATION AT AGREED LUMP SUM PRICE:</u> Provide payment for removing and disposing of all materials used to construct the temporary detour as approved by the Engineer.</p> <p style="margin-left: 40px;">A. Removal of Detour Road at agreed Lump Sum price. The Contractor agrees to accept \$35,000.00 as full compensation including all mark-ups for all costs associated with this extra work.</p> <p style="text-align: right;">\$35,000.00</p>	
	<p>All work shall be done in accordance with the applicable sections in the Contract Special Provisions and the California Standard Specifications.</p> <p>Labor, equipment and materials approved by the Engineer as necessary will be paid for in accordance with the provisions in Section 9-1.03 of the California Standard Specifications.</p>	
	TOTAL CCA #1:	\$135,174.10
	TOTAL – CONTRACT AMENDMENT NO. ONE:	\$135,174.10