

ATTACHMENT A

Amendment No. 1 to the Construction Contract Agreement with GrayDS Inc.

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

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

GRAYDS INC.

FOR

CONSTRUCTION

OF

22039 PSRN LA CUMBRE COMMUNICATION TOWER

July 15, 2025

AMENDMENT No. 1 to the CONSTRUCTION AGREEMENT

for

Public Safety Radion Network La Cumbre Communication Tower

This is the first Amendment ("Amendment") to the Construction Agreement between THE COUNTY OF SANTA BARBARA ("County") and GrayDS Inc., a California corporation ("Contractor").

WHEREAS, on January 9, 2024, the parties hereto entered into a **Construction Agreement BC23240** ("Agreement") for construction services for the Public Safety Radio Network La Cumbre Communication Tower ("Project") with a Term of 180 calendar days and a Base Contract Amount of \$460,384.06; and

WHEREAS, on January 9, 2024, the County Board of Supervisors authorized the Director of General Services to approve the Change Orders under the Agreement in an aggregate amount not to exceed \$35,519.20 ("Contingency Amount"); and

WHEREAS, the parties hereto desire to amend the Agreement to extend the Term until June 30, 2026, and to and increase the Contingency Amount to \$117,161.87, for an amended aggregate Maximum Contract Amount not to exceed \$506,507.53 to cover necessary and unforeseen electrical work required on the shelter for the communication equipment, and procurement and installation of long lead equipment, including the TVSS and disconnect.

NOW, THEREFORE, County and Contractor agree as follows:

1. This First Amendment increases the Maximum Contract Amount from \$460,384.06 to \$506,507.53. Accordingly, Section 5 of the Agreement is hereby amended by replacing Section 5 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 Contract Amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is and shall be Four Hundred Sixty Thousand, Three Hundred Eighty-Four Dollars and Six Cents (\$460,384.06) ("Base Contract Amount"), to be paid as provided in the Contract Documents. In no event shall the amount payable by the COUNTY hereunder, including the Base Contract Amount and the Contingency Amount (defined below) exceed a maximum aggregate amount of Five Hundred and Six Thousand, Five Hundred and Seven Dollars and Fifty-Three Cents (\$506,507.53) ("Maximum Contract Amount"). 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 unseen 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 increases the Contingency Amount from \$35,519.20 to \$117,161.87. Accordingly, Section 7 of the Agreement is hereby amended by replacing Section 7 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 CONTRACTOR and the COUNTY Director of General Services ("Director") or his Assistant Director designee in accordance with Section 31, below, including Change Order(s) providing for compensation in addition to the Base Contract Amount at the same rates per unit 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 maximum aggregate amount of such compensation in addition to the Base Contract Amount that may be authorized by the Director or his Assistant Director designee pursuant to duly executed Change Orders shall not exceed \$117,161.87 ("Contingency Amount"). CONTRACTOR shall not commence any work other than as set forth in the Statement of Work, 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 Director and CONTRACTOR, and only to the extent such Change Order authority is expressly authorized and delegated by the COUNTY Board of Supervisors in the Minute Order approving this Agreement. 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 only by resolution or minute order of the Santa Barbara County Board of Supervisors."

3. Section 12 of the Agreement is hereby amended by replacing Section 12 to read in its entirety as follows:

"12. TIME FOR COMMENCEMENT, COMPLETION; TERM: The Term of this Contract commenced as of the first date this Agreement was executed by all of the parties hereto ("Effective Date") and shall expire on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement ("Term"). The provisions of this Contract pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR's failure to complete the Work within the Contract Time, as defined in the General Conditions, which Contract Time shall not be extended beyond the Term."

4. Section 31 of the Agreement is hereby amended by replacing Section 31 to read in its entirety as follows:

"31. CHANGE ORDERS: No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 13 of the General Conditions and within the limits set forth in this Agreement and specified in the Minute Orders of the COUNTY Board of Supervisors in authorizing this Contract and amendment(s) of this Contract."

- 5.
6. Except as otherwise amended by Sections 1 through 4 of this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.
7. 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 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.

5. 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 Professional Services Agreement **BC23240** between the **County of Santa Barbara** and **GrayDS 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:

GrayDS, Incorporated, a Arizona
corporation

By: Samuel Hyder Gray
Authorized Representative

Name: Sam Gray

Title: President

Date: July 1, 2025

APPROVED AS TO FORM:
County Counsel

Signed by:
Lauren Wideman
By: 8F464D822C84458...
Rachel Van Mullem
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Auditor-Controller

Signed by:
Shawna Jorgensen
By: DF6DB6D7D6344E6...
Betsy Shaffer, CPA, CPFO

RECOMMENDED FOR APPROVAL:
General Services

DocuSigned by:
Kirk Lagerquist
By: 19AEDA90054E4CE...
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:
Risk Management

DocuSigned by:
Gregory Milligan
By: 05F555F00269466...
Greg Milligan
Risk Manager