

SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES (“Second Amendment”) is made by and between

and

COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“County”),

Smith Mechanical-Electrical-Plumbing, a California corporation (“Contractor” and, together with County, collectively, the “Parties” and each a “Party”),

with reference to the following:

WHEREAS, the County and Contractor are parties to that certain Agreement for Emergency Operations Center Server Room Expansion and HVAC Upgrade dated May 17, 2022 (BC21281), as amended by that certain First Amendment dated June 28, 2022, and as amended by that certain Change Order No. 1 dated July 11, 2023 (as amended by the First Amendment and Change Order No. 1, the “Agreement”), pursuant to which Contractor has agreed to perform certain Work for the County as set forth therein; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to expand the scope of work to be provided by the Contractor under the Agreement to include installation of a clean agent fire suppression system.

WHEREAS, the Parties further desire to amend the Agreement to increase the amount of compensation payable to Contractor thereunder by an additional \$65,289.75, in order to compensate Contractor for such additional work.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. PAYMENT: 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 amount to be paid to the CONTRACTOR for satisfactory completion of all of the Work and other requirements of the CONTRACTOR under this Contract shall not exceed SIX HUNDRED EIGHTY-TWO THOUSAND, ONE HUNDRED ONE DOLLARS AND SEVENTY FIVE CENTS (\$682,101.75) (“Base Contract Amount”), to be paid as provided in Exhibit B, attached hereto and incorporated herein by reference. The CONTRACTOR assumes and will provide against any and all loss and/or damage arising out of the Work, the action of the elements, and/or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until COUNTY’s acceptance of the Work, and CONTRACTOR 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 accordance with the provisions of the Contract and directions of the County Representative to the extent not inconsistent with the provisions of this Contract.”

2. **EXTRA WORK:** Section 7 of the Agreement is hereby amended by replacing Section 7 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, including, but not limited to, agreement(s) providing for payment(s) to CONTRACTOR in addition to or in excess of the Base Contract Amount, may only be authorized in writing via Change Order duly executed by the Director of General Services and by CONTRACTOR, provided that such additional compensation is at the same rate per unit as set forth in the Contract Documents (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided further that the aggregate amount of such compensation in addition to or in excess of the Base Contract Amount shall not exceed an aggregate of \$43,340.60, and that compensation in addition to the Base Contract Amount may only be authorized by the Director of General Services to the extent that such authority is specifically delegated to the Director of General Services by resolution or minute order of the Santa Barbara County Board of Supervisors; provided further that no such extra work, materials, or corrections or changes to the specifications or to any of the other Contract Documents shall be performed, commenced, delivered or made until specified in a duly authorized and fully executed Change Order in accordance with the foregoing provisions of this Section 7. Notwithstanding the foregoing or any other provisions of this Contract, the CONTRACTOR shall be paid the actual cost of the use of machinery and tools and of material, and labor and of workers' compensation insurance expended by the CONTRACTOR in performing the Work, plus not more than 15 percent (15%) to cover all profits and administration. No more than the lowest current market prices shall be paid for materials whenever possible.”

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

“**12. TERM:** The term of this Contract (“Term”) shall commence as of May 17, 2022 (“Effective Date”), and shall terminate on September 30, 2024, unless earlier terminated in accordance with the provisions of this Contract.”

4. ADDITIONAL WORK: The Agreement is hereby amended by adding a new Exhibit A to the Agreement in the form attached hereto as Exhibit A and incorporated herein by this reference, to reflect the addition of the Work set forth in Exhibit A to be performed under the Agreement.

5. EXECUTION IN COUNTERPARTS: This Second Amendment may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

6. CERTIFICATION OF SIGNATORIES: Each of the signatories to this Second Amendment represents and warrants that such signatory is duly authorized to execute this Second Amendment and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party’s duties or obligations hereunder. The Parties each represent and warrant that:

(a) This Second Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such Party's ability to perform its obligations under this Second Amendment.

(c) The consummation of the transactions hereby contemplated, and the performance of this Second Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. The contractor agrees that it shall provide to the County, upon the County’s request, evidence that the execution and delivery of this Second Amendment has been duly authorized by the Contractor.

7. Except as set forth in Sections 1 through 4, above, this Second Amendment shall not modify or change any of the provisions of the Agreement, and the Parties continue to be bound by the provisions of the Agreement, as amended herein.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

By _____
SHEILA DE LA GUELLA, DEPUTY CLERK

Dated: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Lauren Wideman
8F464D822C84458...
LAUREN WIDEMAN
DEPUTY COUNTY COUNSEL

By: _____
DocuSigned by:
Betsy Schaffer
6BAAEA15901943F...
DEPUTY AUDITOR-CONTROLLER

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
DocuSigned by:
Greg Milligan
05F555F00269466...
Risk Management

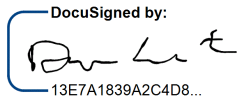
By: _____
DocuSigned by:
Kirk Lagerquist
19AEDA90064E4CE...
Department Head

[Contractor signature appears on the following page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“CONTRACTOR”

SMITH MECHANICAL-ELECTRICAL-PLUMBING, a California corporation

By:  _____
Name: Dane Austin
Title: Vice President

Date: 4/23/2024 | 5:48 AM PDT
_____, 2024

EXHIBIT A**Additional Work**

1. CONTRACTOR shall (i) add an additional redundant portable cooling system for the EOC Server Room, (ii) add additional power for the portable air conditioning unit, and (iii) provide a new exhaust duct and curb for the redundant portable AC unit.

Pricing Breakdown:

Sheet Metal-Field \$ 4,588.70

Electrical-Field \$ 1,988.70

Jobsite Expenses \$ 504.00

Sales Tax 8.75% \$ 143.05

TOTAL COST \$ 7,224.45

+ Overhead Labor 15% \$ 741.38

+ Overhead Material 15% \$ 266.69

+ Overhead Other 15% \$ 75.60

Total Extra Work Price: \$8,308.12

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Material Handling	7.5%		3.0				\$ 83.08	\$ 249.24		\$ 249.24
Roof Exhaust Ducting			\$2.0				\$ 112.78	\$ 3,608.96	\$ 556.00	\$ 4,164.96
Clean-up for added work	3%		2.0	0.0	0.0	0.0	\$ 83.08	\$ 166.16		\$ 166.16
Field Consumables	2%								\$ 8.34	\$ 8.34
Sheet Metal Field Totals:			97.0	0.0	0.0	0.0		\$ 4,024.96	\$ 564.34	\$ 4,588.70
ELECTRICAL - FIELD INSTALL			HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$ / OTHER \$	TOTAL \$
Add additional Power Cord			8.0				\$ 96.65	\$ 773.20	\$ 1,054.70	\$ 1,827.90
Clean-up for added work	3%		1.0	0.0	0.0	0.0	\$ 72.49	\$ 72.49		\$ 72.49
Field Consumables	1.5%								\$ 15.62	\$ 15.62
Non-Productive Field General Foreperson Time	10%		1.0	0.0	0.0	0.0	\$ 72.49	\$ 72.49		\$ 72.49
Electrical Field Totals:			10.0	0.0	0.0	0.0		\$ 918.18	\$ 1,070.52	\$ 1,988.70
Jobsite Expenses			# PAGES						RENTAL \$	TOTAL \$
Truck Charge										\$ 504.00
Jobsite Expense Total:									\$ -	\$ 504.00

2. CONTRACTOR shall enlarge the server room door to allow access to the new CRAC Unit.

Pricing Breakdown:

General Contracting: \$196.00

Subcontracts: \$3,393.59

Warranty (Direct Cost + Subs) 1.00%: \$35.90

SUBTOTAL: \$3,625.49

+ Overhead 15%: \$34.78

+ Subcontracts Overhead/Fee 10%: \$339.36

TOTAL Extra Work Price: \$3,999.63

Time extension required because of labor added by this change is 0.3 workdays (i.e., 2 straight time field hours).

GENERAL CONTRACTING				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$	
Layout and Coordination				2.0				\$ 98.00	\$ 196.00	\$ -	\$ 196.00	
GC Totals:				2.0	0.0	0.0	0.0		\$ 196.00	\$ -	\$ 196.00	
CONTROLS				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$	
Controls Totals:				0.0	0.0	0.0	0.0		\$ -	\$ -	\$ -	
SUBCONTRACTS												TOTAL \$
Framing, Drywall & Door												\$ 3,143.59
Painting												\$ 250.00
Subcontract Total:												\$ 3,393.59

3. CONTRACTOR shall replace the existing F200 Fire Suppression with a complete new clean agent system in accordance with Extra Work Proposal #3 dated 2.7.24, as set forth below.

Pricing Breakdown:

- Electrical-Field \$ 2,220.62
- Subcontracts \$ 67,025.00
- Jobsite Expenses \$ 168.00
- Miscellaneous \$ (25,000.00)
- Sales Tax 8.75% \$ 39.97
- Warranty (Direct Cost + Subs) 1.00% \$ 444.54
- SUBTOTAL COST \$ 44,898.13**
- + Overhead Labor 15% \$ 267.23
- + Overhead Material 15% \$ 75.25
- + Subcontracts Overhead/Fee 10% \$ 6,702.50
- + Bond 2.00% \$ 1,038.86
- Total Extra Work Price (Extra Work Proposal #3): \$52,981**

Time extension required because of labor added by this change is 2.4 workdays (i.e., 19 straight time field hours).

ELECTRICAL - FIELD INSTALL				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$ / OTHER \$	TOTAL \$	
Fire Alarm Conduit Raceway				16.0				\$ 96.85	\$ 1,546.40	\$ 450.00	\$ 1,996.40	
Clean-up for added work 3%				1.0	0.0	0.0	0.0	\$ 72.49	\$ 72.49		\$ 72.49	
Field Consumables 1.5%										\$ 6.75	\$ 6.75	
Non-Production Field General Foreperson Time 10%				2.0	0.0	0.0	0.0	\$ 72.49	\$ 144.98		\$ 144.98	
Electrical Field Totals:				19.0	0.0	0.0	0.0		\$ 1,763.87	\$ 456.75	\$ 2,220.62	
SUBCONTRACTS												TOTAL \$
Fire Suppression System (Alpha Fire)												\$ 75,525.00
Credit Re-Installing EXISTING FM-200 System												\$ (8,500.00)
Subcontract Total:												\$ 67,025.00
Jobsite Expenses				# PAGES				RENTAL \$		TOTAL \$		
Truck Charge										\$ 168.00		
Jobsite Expense Total:										\$ 168.00		
Miscellaneous				Man Days				RATE		TOTAL \$		
Allowance Credit										\$ (25,000.00)		
Misc Total:										\$ (25,000.00)		

