

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 7/20/06  
**Department:** General Services  
**Budget Unit:** 063  
**Agenda Date:** 8/15/06  
**Placement:** Administrative  
**Estimate Time:** N/A  
**Continued Item:** No

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**TO:** Board of Supervisors

**FROM:** Bob Nisbet, Director (560-1011)  
General Services Department

**STAFF CONTACT:** Paddy Langlands, Assistant Director (568-3096)  
Facilities Support Division

**SUBJECT:** Alcohol, Drug and Mental Health - Children's Services Building  
Site # J02007; Project # 8612  
2nd Supervisorial District

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## Recommendations:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute Amendment No. 4, in the amount of \$70,342, to the construction contract BC-05-154 with Morrissey Construction Company for construction change orders associated with the Children's Services Building construction project #8612, for a revised contract total of \$4,115,877.
- b) Approve the two attached Budget Revisions, one of which transfers funds in the sum of \$119,015 from the General Fund's General County Program Capital Outlay Designation and the other which transfers funds in the sum of \$119,000 from ADMHS Fund 0030 Capital Outlay Designation to General Services Fund 0030, Project 8612 in order to make final payments on the project.

## Alignment with Board Strategic Plan:

*The recommendations are primarily aligned with Goal No. 2 Ensure the Public Health and Safety and Provide Essential Infrastructure.*

## Executive Summary and Discussion:

On March 15, 2005, the Board executed a construction contract in the amount of \$3,810,700 with Morrissey Construction Company, of Oceanside, CA, for the construction of the Children's Services building located at 429 San Antonio Road, Santa Barbara.

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Amendment #1 was in the amount of \$60,191. The changes consisted of 63 miscellaneous changes needed to meet design requirements. Four days were awarded to the construction period for rain delay.

Amendment #2 was in the amount of \$65,891 which brought the cumulative changes to \$126,082. The changes consisted of 30, mostly small changes. Two days were awarded to the construction period for rain delay.

Amendment #3 was in the amount of \$108,753, which brought the cumulative changes to \$234,835. This exceeded the threshold of \$203,035 below which the Director of General Services is authorized to approve; thus Board approval was sought and obtained. The major changes associated with Amendment #3 included Alcohol, Drug and Mental Health Department's requested modifications to widen the driveway to the building, which was too narrow for two car passage, and to enlarge the temporary parking area. Nine days were awarded to the construction period for rain delay.

Amendment #4 is in the amount of \$70,342, which brings the cumulative changes to \$305,177. Approximately \$50,000 of this is recognized by all parties as fair compensation for changes needed to complete the project. The rest represents a settlement agreement entered into between County Counsel and counsel for Morrissey Construction, (in short, the agreement provides County approximately \$25,000 of the \$120,000 staff originally sought from Morrissey for damages arising from defects in concrete work preformed by the contractor, and provides Morrissey an additional \$45,342 for various claims). The referenced settlement agreement will reflect the changes associated with Amendment #4, and will be presented to the Board separately. In other words, Amendment #4 modifies the contract to cover the cost of the settlement agreement and all change orders. It also extends the construction period by 71 days for a revised contract completion date of March 10, 2006.

#### **Mandates and Service Levels:**

Direction by the Board of Supervisors will not change the programs or service levels

#### **Fiscal and Facilities Impacts:**

This project will be completed within budget. It is shown in the Department Summary as *Capital Improvements* on page B-49 of the Santa Barbara County Budget for FY 2005-2006. The funding to complete the project (\$238,015) is recommended to come from the General Fund Capital Outlay Designation (\$119,015) and from the ADMHS Fund (\$119,000).

#### **Special Instructions:**

Please send Minute Order to Scott Hosking, GS/Facilities Services Div., Courthouse East Wing.

**Board letter prepared by Scott Hosking, Project Manager**

CHILDREN'S SERVICES BUILDING – SANTA BARBARA  
AUTHORIZED CONTRACT AMENDMENT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT )  
MORRISSEY CONSTRUCTION COMPANY, INC. ) AMENDMENT NO. 4  
CHILDREN'S SERVICES BUILDING )  
SANTA BARBARA, CA )

WHEREAS, the County of Santa Barbara (COUNTY) and Morrissey Construction, Inc. (CONTRACTOR), 4083 Oceanside Blvd., Suite G, Oceanside, California, 92056, entered into a contract dated March 15, 2005, for the amount of THREE MILLION EIGHT HUNDRED TEN THOUSAND SEVEN HUNDRED DOLLARS (\$3,810,700.00) for the project Children's Services Building – Santa Barbara, Project No. J02007/8612, County of Santa Barbara, California; and

WHEREAS, the General Conditions permit alterations in the cumulative amount not to exceed ten percent (10%) of the first two hundred and fifty thousand dollars (\$250,000) and 5% of the remaining balance (\$3,560,700.00) of the contract amount, provided they are specified in writing, and agreed upon by the CONTRACTOR and the Director of the General Services Department; and

WHEREAS, the General Conditions require alterations in excess of the cumulative amount described in the previous paragraph to be approved by majority vote of the County Board of Supervisors, and

WHEREAS, it has been deemed necessary by the Director of General Services Department and the Board of Supervisors to make the following alterations known as Change Order No. 4, for a total of SEVENTY THOUSAND THREE HUNDRED AND FORTY-TWO DOLLARS (\$70,342.00) and a SEVENTY ONE (71) calendar day time extensions in the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit D" and attached hereto, for a total of SEVENTY THOUSAND THREE HUNDRED AND FORTY-TWO DOLLARS (\$70,342.00) and a SEVENTY ONE (71) calendar day time extensions in the contract period.

NOW, THEREFORE, the Agreement is amended as follows:

Section 1:

Paragraph 5 of said Contract is hereby amended to read as follows:

5. PAYMENT

Subject to adjustments and liquidated damages, if any, as provided in the Contract documents, the full price to be paid to CONTRACTOR for satisfactory completion of all requirements of CONTRACTOR under the Agreement is the base amount of THREE MILLION EIGHT HUNDRED TEN THOUSAND SEVEN HUNDRED DOLLARS (\$3,810,700.00), plus Change Order No. 1 for SIXTY THOUSAND ONE HUNDRED AND NINETY-ONE DOLLARS (\$60,191.00), plus Change Order No. 2 for SIXTY FIVE THOUSAND EIGHT HUNDRED AND NINETY-ONE DOLLARS (\$65,891.00), plus Change Order No. 3 for ONE HUNDRED AND EIGHT THOUSAND SEVEN HUNDRED AND FIFTEY-THREE DOLLARS (\$108,753.00), plus Change Order No. 4 for SEVENTY THOUSAND THREE HUNDRED AND FORTY-TWO DOLLARS (\$70,342.00) for a total Contract amount of FOUR MILLION ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-SEVEN DOLLARS (\$4,115,877.00) to be paid as provided for in the Contract Documents, i.e., on a monthly basis in an

amount directly proportional to the percentage of completion of work. CONTRACTOR shall maintain and make available to COUNTY all books, papers, job descriptions, records, detail costs, estimates, subcontracts, and financial records related to or which arise out of work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by COUNTY. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by COUNTY or COUNTY's representative and shall be retained at CONTRACTOR's principal place of business in California for audit during normal business at such place for four (4) years after recording of Notice of Completion of Project. CONTRACTOR shall provide an office to enable COUNTY and COUNTY's representative to conduct such audit.

Section 2:

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

2. WORK

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A, B, C, AND D," incorporated by this reference and attached hereto.

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 Morrissey Construction Co., Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Original Contract amount: Three Million Eight Hundred Ten

Thousand Seven Hundred Dollars

\$3,810,700.00

10% of first \$250,000 and 5% or remaining contract:

\$ 203,035.00

Amount of Amendment No. 1:	\$60,191.00
Amount of Amendment No. 2:	\$65,891.00
Amount of Amendment No. 3:	\$108,753.00
Amount of Amendment No. 4:	\$70,342.00
Total Amount of all Amendments:	<u>\$305,177.00</u>

Total Contract amount after Amendment No. 4:	<u>\$4,115,877.00</u>
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Original Contract completion date:	December 14, 2005
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Total number of days extension Amendment No. 1:	4 days
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Total number of days extension Amendment No. 2:	2 days
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Total number of days extension Amendment No. 3:	9 days
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Total number of days extension Amendment No. 4:	71 days
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Revised Contract completion date:	<u>March 10, 2006</u>
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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 \_\_\_\_\_ day of \_\_\_\_\_, 2006

**“COUNTY”**

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Joni Gray  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:

Stephen Shane Stark  
County Counsel

APPROVED:

Bob Nisbet, Director  
General Services Department

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

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

APPROVED AS TO ACCOUNTING  
FORM:  
Robert W. Geis, CPA

**"CONTRACTOR"**  
MORRISSEY CONSTRUCTION COMPANY, INC.  
4083 Oceanside Blvd., Suite G  
Oceanside, California 92056

By: \_\_\_\_\_  
Auditor-Controller

By: \_\_\_\_\_  
Thomas P. Morrissey  
IRS No.  
License No. 708936

Dept 063      Account 8700      Fund 0030      Program 1930      Project 8612

EXHIBIT "D"  
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**Item No. 1: Settlement Agreement of \$70,342.00 Covers all remaining PCE's**

PCE#11 Utility charges  
PCE#18 Extended overhead  
PCE#23 Extended overhead  
PCE#28 Power for Condensate pumps  
PCE#29 Modifications to embeds  
PCE#47 Fire Sprinkler modifications  
PCE#53 HVAC modifications  
PCE#55 Roofing modifications  
PCE#67 Asphalt up charge  
PCE#80 Condensate pumps for HVAC  
PCE#82 Extended overhead charges  
PCE#83 HVAC modifications  
PCE#102 No parking signs and painting curbs  
PCE#103 Railroad ties for temporary parking lot  
PCE#104 HVAC modifications  
Add seventy one days to contract for construction delays