

Attachment 1

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**Second Amendment to Construction
Contract with Birdi Systems Inc.**

Contract Amendment

**SECOND AMENDMENT TO
AGREEMENT FOR GENERAL SERVICES PROJECT NO. 20005
SANTA MARIA JUVENILE HALL VIDEO SURVEILLANCE SECURITY UPGRADE
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
BIRDI SYSTEMS, INC.**

THIS SECOND AMENDMENT (“Amendment”) to Agreement for General Services Project No. 20005, Santa Maria Juvenile Hall Video Surveillance System Agreement (BC22151) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”) and BIRDI Systems, Inc., a California corporation (“Contractor”) whose principal place of business is located at 723 E. Green Street Pasadena, California 91101-2111.

WHEREAS, the County and Contractor are parties to that certain Agreement for General Services Project No. 20005 dated July 12, 2022 (BC22151), for services relating to the County’s Santa Maria Juvenile Hall Video Surveillance System, as amended by that certain First Amendment dated August 22, 2023, and as modified by Change Orders 1 through 8 approved by the County Representative, including a Change Order approved by the County Project Manager on December 5, 2023, extending the term (as amended by the First Amendment and Change Orders, the “Agreement”); and

WHEREAS, the parties hereto desire amend the Agreement in order to amend the scope of work to be performed under the Agreement, extend the term of the Agreement, and increase the amount of compensation payable under the Agreement by Ninety-Four Thousand, Seven Hundred Nineteen Dollars and Thirty-six Cents (\$94,719.36), for an amended maximum contract amount not to exceed One Million, Eight Thousand, Eighty-Nine Dollars and Nine Cents (\$1,008,089.09).

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

1. The Agreement is hereby amended by replacing Exhibit A to the Agreement in its entirety with a new Exhibit A and incorporated herein by this reference.
2. 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 and services set forth in, and in accordance with the provisions of, 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 One Million, Eight Thousand, Eighty-Nine Dollars and Nine Cents (\$1,008,089.09) (“Base Contract Amount”), to be paid as provided in the Contract Documents. 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 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 accordance with the provisions of the Contract and the directions of the County Representative to the extent not inconsistent with the provisions of this Contract.”

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

“**12. TERM:** CONTRACTOR shall complete all work to be performed, and deliver all deliverables to be delivered, under this Contract in accordance with the Contract Documents no later than June 30, 2024. The provisions of the Contract Documents pertaining to Liquidated Damages shall apply in the event that CONTRACTOR fails to complete all work required pursuant to the Contract Documents by June 30, 2024.”

4. 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, resolution of disputes, 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, 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 \$52,400.00, 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 in approving this Contract, including any amendment(s).”

5. Effectiveness of Agreement. Except as expressly modified by Sections 1 through 4, above, all of the provisions of the Agreement remain in full force and effect.
6. Authority. Each of the parties hereto represents and warrants that such party’s respective signatories to this Amendment have the power and authority to enter into this Amendment in the capacities set forth in such party’s signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this Amendment, and for this Amendment to be legally binding on such party. Contractor hereby certifies and warrants that entering into this Amendment shall not cause Contractor to breach the terms or conditions of any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor.
7. Counterparts. This Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

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

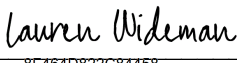
By: _____
Steve Lavagnino, Chair
Board of Supervisors

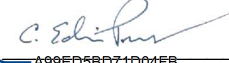
By _____
Sheila De La Guerra, Deputy Clerk

Dated: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL


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


By  _____ 3/7/2024 | 11:42 AM PST
DocuSigned by:
Lauren Wideman
Deputy County Counsel

By  _____ 3/7/2024 | 12:21 PM PST
DocuSigned by:
C. Edwin Price, Jr
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By  _____ 3/7/2024 | 12:32 PM PST
DocuSigned by:
Greg Milligan
Risk Management

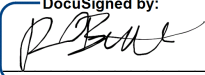
By  _____ 3/7/2024 | 12:05 PM PST
DocuSigned by:
Kirk Lagerquist
Department Head

[Contractor signature appears on the following page]

IN WITNESS WHEREOF, the Parties have executed this First 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”

Birdi Systems, Inc.
723 E. Green Street
Pasadena, CA 91101-2111

DocuSigned by:
By: 
Name: Richard Burnette
Title: Director, Project Management
Office

Date: 3/7/2024 | 3:01 PM, ~~2024~~

Exhibit A

Scope of Work

1. Furnish and Install Network Switches.

Network Switches

The switches will be installed to complete the closed network.

- 2 Each 24 port POE switch 1-year Foundation SSA
- 4 Each 48 port PoE Switch 1-year Foundation SSA

Exclusions

- Fiber, wire, patch cables or other work connecting the switches to the closed network.
- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the Furnish and Install Network Switches scope of work set forth above in this Section 1 of Exhibit A is \$29,310.00.

2. Furnish and Install Bosch VMS client workstation, racks and UPS.

Furnish and Install PoE+ network switches in each of the server rooms to power Bosch cameras throughout the facility

Client computer

The client computer will be installed and setup as the Bosch VMS Client.

- 1 computer with i9 processor

Network Switch cabinets

The switches will be installed to complete the closed network.

- o 1 CWR-12-22PD Wall mount 12U rack cabinets
- o 2 CWR-18-22PD Wall mount 18U rack cabinets
- o 3 SMC-1500-2UC UPS for cabinet and switches
- o 3 120vac power, breaker, THHN and EMT conduit to supply power to cabinets.

Exclusions

- Fiber, wire, patch cables or other work connecting the switches to the closed network.
- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the Furnish and Install Bosch VMS client workstation, racks and UPS scope of work detailed above in this Section 2 of Exhibit A is \$58,000.00.

3. Work Performed Towards Rescinded Change Order

\$ 28,565.00 for costs for “Server Room ID Base Bid Vs Change Order” work that was performed towards “Change Order-1” which was issued approval 03/07/2023 and rescinded on 03/31/2023.

4. Intercom additions for 20 cells in Housing unit #4.

Intercom:

20 NEW INTERCOM BUTTONS, CONDUIT, JUNCTION BOXES, INSTALLATION LABOR.

Exclusions

- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the furnish and install new intercom buttons and materials scope of work set forth above in this Section 4 of Exhibit A is \$23,094.73.

5. Intercom additions for 40 cells total in Housing unit #5 &6.

Intercom:

40 NEW INTERCOM BUTTONS, CONDUIT, JUNCTION BOXES, INSTALLATION LABOR.

Exclusions

- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the furnish and install new intercom buttons and materials scope of work set forth above in this Section 5 of Exhibit A is \$35,665.25.

6. Emergency Response and Additional Labor.

Furnish additional engineering staff support, electrical systems installation staff to advance schedule for switch over to new jail controls system due to failure of old system server.

Exclusions

- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the emergency response scope of work detailed above in this Section 6 of Exhibit A is \$20,376.21.

7. Additional OSSI client software and operator license for additional workstation not in base contract.

Furnish additional OSSI Software License, Installation, and configuration with new security system on client provided workstation computer.

Exclusions

- Computer workstation, monitors, UPS or any other equipment for software installation
- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the emergency response scope of work detailed above in this Section 7 of Exhibit A is \$4,390.93

8. Additional security door contacts

Furnish and install 18 new door position contacts and wiring for secure doors found to be inoperable.

Exclusions

- 2nd or 3rd shift labor.
- Cutting, patching & painting.
- Labor cost for Overtime.

The total price to complete the scope of work detailed above in this Section 8 of Exhibit A is \$11,192.24