

NEW CUYAMA FAMILY RESOURCE CENTER & LIBRARY, MODULAR WORK  
AUTHORIZED CONTRACT AMENDMENT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT	)	
WITH ATLAS PERFORMANCE INDUSTRIES, INC.	)	AMENDMENT NO. 1
FOR THE NEW CUYAMA FAMILY RESOURCE CENTER	)	
AND LIBRARY, MODULAR WORK	)	
NEW CUYAMA, CA	)	

WHEREAS, the County of Santa Barbara (COUNTY) and ATLAS PERFORMANCE INDUSTRIES, INC. (CONTRACTOR), 1916 West Stowell Road, Santa Maria, CA, 93458, entered into a contract agreement dated November 13, 2012 (AGREEMENT), for the amount of ONE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS (\$136,961.00) for the New Cuyama Family Resource Center and Library, Modular Work, Project Number 8711, New Cuyama California; and

WHEREAS, it has been deemed necessary by the COUNTY'S Director of General Services (through his Designee, Celeste Manolas, Manager of Capital Projects Division), to alter the cumulative amount through Change Orders previously un-ratified by the Board (Exhibit B) totaling THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$3,620.00) which were specified in writing and previously executed by the COUNTY and the CONTRACTOR; and

WHEREAS, the COUNTY has now received funding enabling award of alternates bid as part of the public bid, the following alternates known as the "FRC Modular Alternates", which exceeds the cumulative authority stipulated in 20142 of the California Public Contract Code thus requiring approval by the Board of Supervisors, for a total of TWO HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND FORTY-TWO CENTS (\$208,993.42) and a One Hundred Thirty-Five (135) calendar day time extension to the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of TWO HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND FORTY-TWO CENTS (\$208,993.42) and a One Hundred Thirty-Five (135) calendar day time extension in the Contract period.

NOW, THEREFORE, all previous Change Orders executed by the Director of General Services (through his Designee, Celeste Manolas, Manager of Capital Projects Division) stated in "Exhibit B," incorporated by this reference and attached hereto, are herein ratified by the Board, and the AGREEMENT is amended to increase the cumulative amount by TWO HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND FORTY-TWO CENTS (\$212,613.42) for a new cumulative amount as follows:

Section 1:

Paragraph 2 of said Agreement 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," **and** "Exhibit B" incorporated by this reference and attached hereto.

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

**5. 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 is and shall be ONE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS (\$136,961.00), plus change orders 1-2 for THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$3,620.00) plus Contract Amendment No. 1 for TWO HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND FORTY-TWO CENTS (\$212,613.42) for a total Contract amount of THREE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS AND FORTY-TWO CENTS (\$349,574.42), to be paid as provided in the Contract Documents dated August 22, 2012. 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 to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit the Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

Paragraph 11 of said Agreement is hereby amended to read as follows:

**11. TIME FOR COMMENCEMENT, COMPLETION:** The performance of the work to be done under this agreement shall be completed within Two Hundred Fifty Five (255) calendar days from the date of a Notice to Proceed. As soon as practicable after the Contract has been executed by the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

Section 3:

This Contract Amendment No. 1, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the County of Santa Barbara and Atlas Performance Industries, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

**Summary of Contract Compensation and Time Alterations:**

Original Contract amount	\$136,961.00
Change orders 1-2 (Exhibit B, previously executed; ratified herein)	\$ 3,620.00
FRC Modular Alternates (Exhibit "A")	<u>\$208,993.42</u>
<b>Total Amendment No. 1</b>	<b>\$212,613.42</b>
<b>Total Contract after this Amendment</b>	<b>\$349,574.42</b>
Original Contract Completion Date	April 17, 2013
Total number of days extension issued to date	Zero (0)
Current Contract Completion Date	April 17, 2013
Total number of days extension Amendment No. 1	One Hundred Thirty-Five (135)
Revised Contract Completion Date	<b>August 30, 2013</b>

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

**COUNTY**

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

SALUD CARBAJAL, CHAIR  
BOARD OF SUPERVISORS

**ATTEST:**

CHANDRA L. WALLAR  
CLERK OF THE BOARD

**CONTRACTOR**

Atlas Performance Industries, Inc. (aka API)

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

By: \_\_\_\_\_  
Ted Martino, President  
1916 West Stowell Road  
Santa Maria, CA 93458  
License No.: 546940 Class B

**APPROVED AS TO FORM:**

DENNIS A. MARSHALL,  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**

ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

Dept. 063      Fund 1930      Program 1230      Account 8700      Project 8711

NEW CUYAMA FAMILY RESOURCE CENTER & LIBRARY, MODULAR WORK  
PROJECT NO. 8711  
AMENDMENT NO. 1

EXHIBIT A

**FRC Modular Alternates**

<b>Alternate 2A, Option A</b>	Phase 2, completion of the FRC portion of the facility: - provide custom re-manufacture of remaining (4) of the (6) existing modular units relocated and stored in Phase 1, for use as the new Phase 2 Family Resource Center (FRC) 4-module addition to the Phase 1 Library building. Provide transportation and installation on the site near the intersection of Hwy. 166 and Newsome St. in New Cuyama, CA.	<b>\$229,900.00</b>
<b>Alternate 2B</b>	Delete components of the Phase 2 FRC interior tele-communication system infrastructure, including the interior tele-com cabinet, complete Cat-6 cabling, patch panels and jacks from the Modular Manufacturer's scope of work. Refer to Reference Notes on Phase 1 Site electrical Floor plan for other tele-comm system work to remain as part of the base bid scope of work.	<b>(\$3,500.00)</b>
<b>Alternate 2C</b>	Delete the (2) Phase 2 FRC pre-engineered entry canopies at entrance doors P201 and P205/P206, including wall flashings, gutters, downspouts, wood facings, painting and footings	<b>(\$16,000.00)</b>
<b>Alternate 2D</b>	Delete optional skirting at FRC ramps/stairs.	<b>(\$1,300.00)</b>
<b>Allocation</b>	Reduce \$106.58 allowance for other purposes as defined by the County to zero.	<b>(\$106.58)</b>
	<b>TOTAL:</b>	<b>\$208,993.42</b>

NEW CUYAMA FAMILY RESOURCE CENTER & LIBRARY, MODULAR WORK  
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AMENDMENT NO. 1

EXHIBIT B

**Change Orders Previously Awarded**

Change Order	1	Add 5/8" tongue and groove floor decking over existing 5/8" floor deck	\$ 2,945.00
Change Order	2	add 3" in height to ramp, step & skirting height. Add 36" in length to ADA ramps. Phase 1 only	<u>\$ 675.00</u>
TOTAL:			\$ 3,620.00