

EMERGENCY OPERATIONS CENTER
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH MELCHIORI CONSTRUCTION COMPANY INC.) AMENDMENT NO. 4
FOR THE EMERGENCY OPERATIONS CENTER)
SANTA BARBARA, CA)

WHEREAS, the County of Santa Barbara (COUNTY) and MELCHIORI CONSTRUCTION COMPANY, INC. (CONTRACTOR), 809 De La Vina Street, Santa Barbara, CA, 93101, entered into a contract agreement dated January 15, 2010 (AGREEMENT), for the amount of THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THIRTEEN DOLLARS AND ZERO CENTS (\$3,586,013.00) for the Emergency Operations Center, Project Number 8666, Santa Barbara California; and

WHEREAS, the General Conditions permit alterations in the cumulative amount not to exceed that stipulated in 20142 of the California Public Contract Code, or \$150,000 for this contract, provided they are specified in writing, and are agreed upon by the CONTRACTOR and the Director of the General Services Department or his Designee; and

WHEREAS, it has been deemed necessary by the COUNTY'S Director of General Services (through Designee, Grady Williams, P.E., Manager of Capital Projects Division), to alter the cumulative amount through Change Orders previously un-ratified by the Board (Exhibit B) totaling NINETY TWO THOUSAND FOUR HUNDRED FOURTY FIFTY THREE DOLLARS (\$92,453.00) which were specified in writing and previously executed by the COUNTY and the CONTRACTOR; and

WHEREAS, it has been deemed necessary by the COUNTY to make the following alterations known as Contract Amendment No. 4, which is a non-discretionary change, but one

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 ONE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$136,203.00) and a Zero (0) calendar day time extension in the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of ONE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$136,203.00) and a Zero (0) calendar day time extension in the Contract period.

NOW, THEREFORE, all previous Change Orders executed by the Director of General Services or Designee are herein ratified by the Board, and the AGREEMENT is amended to increase the cumulative amount by ONE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$136,203.00) for a new cumulative amount as follows:

Section 1:

Paragraph 5 of said Contract 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 THREE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THIRTEEN DOLLARS AND ZERO CENTS (\$3,586,013.00), plus Contract Amendment No. 1 for FIVE THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$5,914.00) plus Contract Amendment No. 2 for FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY DOLLARS AND NINETY CENTS (\$528,170.90) plus change orders 3 through 11 for NINETY SEVEN THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS (\$97,298.00) plus Contract Amendment No. 3 for FIFTEEN THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NINETY

EIGHT CENTS (\$15,214.98) plus change orders 12 through 17 for NINETY TWO THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS (\$92,347.00) plus Contract Amendment No. 4 for ONE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED THREE DOLLARS (\$136,203.00) for a total Contract amount of FOUR MILLION FOUR HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND EIGHTY EIGHT CENTS (\$4,461,266.88), to be paid as provided in the Contract Documents dated October 26, 2009. 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.

Section 2:

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

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

2. WORK

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 Melchiori Construction Company, 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	\$3,586,013.00
Amendment No. 1	\$5,914.00
Amendment No. 2	\$528,170.90
Change Orders 3 – 11 (previously executed and ratified)	\$97,298.00
Amendment No. 3	\$15,214.98
Change Orders 12 – 19 (previously executed; ratified herein)	<u>\$92,453.00</u>
Total Altered Contract Amount Before this Amendment	\$4,324,957.88
Amount of New Amendment No. 4	<u>\$ 136,203.00</u>
Total Contract after this Amendment	\$4,461,266.88
Original Contract Completion Date	January 10, 2011
Total number of days extension issued to date	Fifty Nine (59)
Current Contract Completion Date	March 11, 2011
Total number of days extension Amendment No. 3	Zero (0)
Revised Contract Completion Date	March 11, 2011

Agreement for Amendment 4

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY

By: _____

Chair, Board of Supervisors

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR

By: _____

APPROVED AS TO FORM:

DENNIS A. MARSHALL,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

Dept 063 Line Item 8200 Fund 0030 Program 1930 Project 8666

EMERGENCY OPERATIONS CENTER
 PROJECT NO. 8666
 AMENDMENT NO. 4

EXHIBIT A

Scope of Work Modifications per Amendment #4 dated January 11, 2011

Change Order 20	Furnish and install a complete microwave communications tower for the Emergency Operations in accordance with request for proposal 28 and PCO 59 including :	\$136,203.00
	Perform all required grading, coordinate inspections, and construct foundation in accordance with the plans and specifications approved by Bldg and Safety under permit 10BDP-0-00980.	
	Furnish and install a 4 legged 70' self supporting tower with freight to job site, per revised loading plans and specifications.	
	Furnish and install an entry hood MTS Wireless Model # MT-365P and Site Pro Model # SP1543D cable tray from the tower base to the entry hood over the 4" conduits installed under the EOC contract, with R56 grounding to tower grounding system.	
	Furnish and install one (1) 8' microwave antenna system hop.	
	De-install the Oasis satellite 1.4 meter dish from the Sheriff's Office location and re-install on the new tower and custom mount at the EOC site.	
	Furnish and install a two way antenna installation.	
	TOTAL:	\$136,203.00

EMERGENCY OPERATIONS CENTER
PROJECT NO. 8666
AMENDMENT NO. 3

EXHIBIT B

Change Orders Previously Awarded and Herein Ratified

change order	12	In crease wages under Davis Bacon requirements required due to the financing of the EOC, fuel oil piping upgrades for the emergency generator, increased framing sizes as directed by the structural engineer, unforeseen swale replacement, unforeseen drain inlet structure, curb for air filtration unit, additional ceiling framing as directed by the architect.	\$	44,880.00
change order	13	Added card reader hardware and infrastructure for additional interior doors	\$	5,483.00
change order	14	Additional studs/clips for 19' high framing at exterior of incident management room as directed by the structural engineer	\$	7,356.00
change order	15	Signage modifications, broadcast box for media interface, kitchen hood modification, additional outlets for audiovisual needs, additional backing for future video monitors.	\$	1,833.00
change order	16	Duct detector sequencing, relocation of exterior light fixture in conflict with microwave tower, unforeseen re-siting of the emergency generator due to increased size requiring additional bollards and sitework.	\$	16,055.00
change order	17	Restroom tile upgrade for ease of maintenance	\$	2,601.00
change order	18	Remove a eucalyptus tree not included on the landscape plan, modify hardware at interior doors to create a secure environment, modify restroom fixtures due to ceiling conflict, install masonry on exterior west end of wall at full height to match east wall	\$	8,938.00
change order	19	Install recessed combined outlets for wall monitors as recommended by the A/V consultants	\$	5,307.00
			TOTAL:	\$ 92,347