

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

IN THE MATTER OF AMENDMENT OF CONTRACT	)	
WITH QUINCON, INC.	)	AMENDMENT NO. 1
FOR THE NEW CUYAMA FAMILY RESOURCE CENTER	)	
AND LIBRARY, SITE WORK	)	
NEW CUYAMA, CA	)	

WHEREAS, the County of Santa Barbara (COUNTY) and QUINCON, INC. (CONTRACTOR), P.O. Box 1029, Grover Beach, CA, 93483, entered into a contract agreement dated November 13, 2012 (AGREEMENT), for the amount of ONE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$141,971.00) for the New Cuyama Family Resource Center and Library, Site 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 SIX THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$6,752.00) 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 "FRC Site work", which exceeds the cumulative authority stipulated in Section 20142 of the California Public Contract Code thus requiring approval by the Board of Supervisors, for a total of EIGHTY-EIGHT THOUSAND SIXTY-TWO DOLLARS (\$88,062.00) and a One Hundred Seventy-Eight (178) 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 EIGHTY-EIGHT THOUSAND SIXTY-TWO DOLLARS (\$88,062.00) and a One Hundred Seventy-Eight (178) 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 NINETY FOUR THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS (\$94,814.00) 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 FORTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$141,971.00), plus Contract Amendment No. 1 for NINETY FOUR THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS (\$94,814.00) for a total Contract amount of TWO HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$236,785.00), 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 Three Hundred Thirteen (313) 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 2:**

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 Quincon, 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	\$141,971.00
Change orders 1-2 (Exhibit B, previously executed; ratified herein)	\$ 6,752.00
FRC Site Work (Exhibit "A")	<u>\$ 88,062.00</u>
<b>Total Amendment No. 1</b>	<b>\$ 94,814.00</b>
<b>Total Contract after this Amendment</b>	<b>\$236,785.00</b>
Original Contract Completion Date	April 24, 2013
Total number of days extension issued to date	Zero (0)
Current Contract Completion Date	April 24, 2013
Total number of days extension Amendment No. 1	One Hundred Seventy-Eight (178)
Revised Contract Completion Date	<b>October 19, 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**

Quincon, Inc.

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

By: \_\_\_\_\_  
Jose Quintana, President  
Post Office Box 1029  
Grover Beach, CA 93483  
License No.: 888545

**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, SITE WORK  
PROJECT NO. 8711  
AMENDMENT NO. 1

EXHIBIT A

**FRC Site work**

<b>Alternate 7</b>	Phase 2, grading, site utilities, paving and other related improvements, preparation of the building pads for the phase 2 modular Family Resources Center building and for its accessory items.	<b>\$88,062.00</b>
	<b>TOTAL:</b>	<b>\$88,062.00</b>

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

EXHIBIT B

**Change Orders Previously Awarded**

Change Order	1	Remove approximately 10' of existing water line from main to existing water meter and install new line with correct fittings. Also, additional time to work around utilities not shown on the plans.	\$ 1,290.00
Change Order	2	Install a 6" PVC sleeve and concrete collars where 4" sewer lateral crosses over the existing 4" water main per Civil Design Solutions' detail dated 12/19/12.	\$ 211.00
Change Order	3	Trench from backboard to power pole or joint trench for Verizon service. Build two 2x2 slurry plugs for the phase 1 sewer lateral per Fugro Report dated 1/28/13.	\$977.00
Change Order	4	Replace 1" hex netting PVC coated wire with ½" hex netting PVC Coated Wire for the gopher barrier.	\$669.00
Change Order	5	Place and compact 7" of class II base at the ramp.	\$1,351.00
Change Order	6	Remove abandoned pipes located at building pad. Pothole and work around underground electrical conduit and mark location of line.	\$989.00
Change Order	7	Additional Hose for Construction Water.	\$389.00
Change Order	8	Provide and Install Communication Cables from the existing backboard location to the Communication Cabinet.	\$445.00
Change Order	9	Repair and re-route unforeseen water line away from drain inlet at bio-swale.	\$431.00
TOTAL:			\$ 6,752.00