

SANTA BARBARA HISTORIC COURTHOUSE PUBLIC DEFENDER REMODEL
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH MELCHIORI CONSTRUCTION COMPANY INC.) AMENDMENT NO. 1
FOR THE SANTA BARBARA HISTORIC COURTHOUSE)
PUBLIC DEFENDER REMODEL)
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 July 13, 2010 (AGREEMENT), for the amount of THREE MILLION NINETY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,099,500.00) for the Santa Barbara Historic Courthouse Public Defender Remodel, Project Number 8661, 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 \$210,000 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 (Exhibit A) totaling ONE HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND TWENTY NINE CENTS (\$110,831.29) and a zero (0) calendar day time extension in the contract period which were specified in writing and previously executed by the COUNTY and the CONTRACTOR,
and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of ONE HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND TWENTY NINE CENTS (\$110,831.29) and a zero (0) calendar day time extension in the Contract period 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 NINETY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,099,500.00), plus Amendment No. 1 for ONE HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND TWENTY NINE CENTS (\$110,831.29.00) for a total Contract amount of THREE MILLION TWO HUNDRED TEN THOUSAND THREE HUNDRED THIRTY ONE DOLLARS AND TWENTY NINE CENTS (\$ 3,210,331.29), to be paid as provided in the Contract Documents dated April 26, 2010. 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	\$3,099,500.00
Amendment No. 1	<u>\$110,831.29.00</u>
Revised Contract Amount	\$ 3,210,331.29
Original Contract Completion Date	February 24, 2012
Total number of days extension issued to date	Zero (0)
Current Contract Completion Date	February 24, 2012
Total number of days extension Amendment No. 1	Zero (0)
Revised Contract Completion Date	February 24, 2012

Agreement for Amendment 1 to contract with Melchiori Construction Company, Inc.
Project #8661

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 8661

Santa Barbara Historic Courthouse Public Defender Remodel
PROJECT NO. 8661
AMENDMENT NO. 1

EXHIBIT A

Change Orders Previously Awarded by Director

Change Order 1	Perform asbestos abatement in accordance with the hazmat report prepared by the environmental consultant and PCO #1.	\$54,577.50
Change Order 2	Demo and removal of casework and debris that was not included in the bid per PCO 2R1.	\$3,162.90
Change Order 3	Provide temporary power to exterior lighting per PCO #3.	\$2,556.00
Change Order 4	Demolish and dispose of items concealed and therefore not included in the original demo scope, in accordance with PCO 5R1.	\$3,908.55
Change Order 5	In order to accommodate the new elevator to be installed as part of the remodel, relocate unforeseen existing electrical and communications conduits in the crawl space of the annex and furnish and install conduits and cable tray in accordance with PCO 10 & 11	\$46,626.34
	TOTAL:	\$110,831.29